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CORP., JPMORGAN CHASE BANK,  
N.A., and JPMORGAN CHASE & CO.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JOSEPH BAUMANN, individually,  
and on behalf of other members of  
the general public similarly situated,

Plaintiff,

vs.

CHASE INVESTMENT SERVICES  
CORP., a Delaware corporation;  
JPMORGAN CHASE BANK, a  
New York corporation;  
JP MORGAN CHASE & CO., a  
Delaware corporation; and DOES 1  
through 10, inclusive,

Defendants.

Case No. CV11-06667-GHK(FMOx)

**DEFENDANTS' NOTICE OF  
REMOVAL TO THE UNITED STATES  
DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF  
CALIFORNIA**

Diversity Jurisdiction and Jurisdiction  
Under The Class Action Fairness Act

[28 U.S.C. §§ 1332, 1441, 1446 and 1453]

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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

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**TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA:**

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453, Defendants CHASE INVESTMENT SERVICES CORP., JPMORGAN CHASE BANK, N.A., and JPMORGAN CHASE & CO. ("Defendants" or "Chase")<sup>1</sup> hereby remove the above-entitled action from the Superior Court of the State of California, in and for the County of Los Angeles, to the United States District Court for the Central District of California. This Court has original subject matter jurisdiction over Plaintiff's lawsuit under 28 U.S.C. § 1332(a) because complete diversity exists (Plaintiff is a California citizen, while defendants are not California citizens), and the amount in controversy exceeds \$75,000. In the alternative, this Court has original subject matter jurisdiction under the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. §§ 1332(d) and 1453, because minimum diversity exists and the amount in controversy exceeds \$5 million. Accordingly, removal is based on the following grounds:

**I. SUMMARY OF COMPLAINT**

**A. Plaintiff's Claims.**

Plaintiff Joseph Baumann ("Plaintiff") was employed by Defendant Chase Investment Services Corp. as a Financial Advisor Associate from June 2010 to January 2011. Ex. A, Compl. ¶ 17.<sup>2</sup>

<sup>1</sup> The Complaint improperly names JPMorgan Chase Bank, N.A., (misnamed as JPMorgan Chase Bank) and JPMorgan Chase & Co. (misnamed as JP Morgan Chase & Co.) as defendants. Plaintiff was employed by Chase Investment Services Corp. only, and Defendants reserve all rights and defenses accordingly.

<sup>2</sup> Plaintiff agreed to binding arbitration with respect to any dispute arising out of or relating to his employment with Chase, and Chase intends to seek enforcement of that agreement. In cases where, as here, jurisdiction in federal court is proper, the federal court is the appropriate court to consider the propriety of arbitration. *See Countrywide Home Loans, Inc. v. Mortgage Guaranty Insurance Corp.*, 642 F.3d 849, 2011 U.S. App. LEXIS 12066, \*12-13 (9th Cir. 2011) (stating that the Supreme Court has interpreted the FAA "to require district courts to consider the

On July 8, 2011, Plaintiff filed a Complaint for Enforcement of the Private Attorneys General Act, California Labor Code §§2698 et seq. ("PAGA"), in which he alleges that Chase engaged in a "systematic business practice and policy of misclassifying Plaintiff and other Financial Advisors as exempt from the requirements of the California Labor Code and the applicable IWC Wage Orders." Ex. A, Compl. ¶ 21. Plaintiff seeks PAGA penalties for each of the following alleged violations:

**Deficient Wage Statements.** Plaintiff alleges that he and other Financial Advisors did not receive complete and accurate wage statements, and that "[t]he deficiencies include, among other things, the failure to accurately list the total hours worked by Plaintiff and other aggrieved employees." Ex. A, Compl. ¶¶ 27, 45-46. Plaintiff further alleges that Chase failed to provide accurate wage statements in violation of Labor Code § 226. Ex. A, Compl. ¶¶ 40(d), 45.

**Waiting Time Penalties.** Plaintiff alleges that Chase failed to timely pay all wages earned (including overtime wages and missed meal and rest premiums) to him and other Financial Advisors upon discharge in violation of Labor Code §§201 and 202. Ex. A, Compl. ¶¶ 26 and 40(e), 46.

**Meal and Rest Periods.** Plaintiff alleges that he and other Financial Advisors did not receive meal or rest periods pursuant to the Labor Code "due to the flow of customers and high volume of work they had to complete at Defendants' banks." Compl. ¶¶ 42-43. Plaintiff thus claims that Chase failed to provide all meal and rest breaks to him and other aggrieved employees in violation of Labor Code §§ 226.7 and 521. Ex. A, Compl. ¶ 40(b).

**Overtime Wages.** Plaintiff alleges that while employed by Chase, he worked over 10 hours per day and approximately 52 to 58 hours per week. Ex. A, Compl. ¶ 21. Plaintiff alleges that Chase misclassified him and other aggrieved propriety of arbitration in cases where jurisdiction is proper").



1 employees and falsely represented to him that he was properly classified in order to  
 2 avoid paying overtime wages. *Id.* Plaintiff alleges that he and other Financial  
 3 Advisors were entitled to receive overtime wages, that they were not receiving such  
 4 wages, and that Chase's alleged failure to compensate him and other aggrieved  
 5 employees with all required overtime pay violates Labor Code §§ 510 and 1198.  
 6 Ex. A, Compl. ¶¶ 22, 40(a), 41.

7 **Untimely Wage Payment.** Plaintiff alleges that Chase failed to timely pay  
 8 all earned wages (including overtime wages and missed meal and rest premiums) to  
 9 him and other Financial Advisors during employment in violation of Labor Code §  
 10 204. Ex. A, Compl. ¶¶ 25, 40(f), 47.

11 **Business-Related Expenses.** Plaintiff further alleges that he and other  
 12 Financial Advisors were entitled to receive full reimbursement for all business-  
 13 related expenses and costs they incurred in their employment, and that they did not  
 14 receive such reimbursement. Ex. A, Compl. ¶ 28. Plaintiff thus claims that Chase  
 15 failed to reimburse him and other Financial Advisors for necessary business-related  
 16 expenses incurred in violation of Labor Code §§ 2800 and 2802. Ex. A, Compl. ¶¶  
 17 40(c), 44.

18 **B. Plaintiff's Request For Relief.**

19 Plaintiff alleges that "PAGA provides that any civil penalty which may be  
 20 assessed and collected by the LWDA [the California Labor Workforce  
 21 Development Agency] for violation of the California Labor Code may, as an  
 22 alternative, be recovered through a civil action brought against an aggrieved  
 23 employee on behalf of himself and other current or former employees pursuant to  
 24 procedures outlined in California Labor Code section 2699.3." Ex. A, Compl. ¶ 31.  
 25 Plaintiff also alleges that "[p]ursuant to California Labor Code sections 2699(a),  
 26 2699.3, and 2699.5, [he] and all other aggrieved employees are entitled to recover  
 27 civil penalties against Defendants, in addition to other remedies, for violations of  
 28



1 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),  
 2 1198, 2800, and 2802.” Ex. A, Compl. ¶ 48.

3 Plaintiff further claims that “[t]he amount in controversy *for Plaintiff*,  
 4 including claims for civil penalties and *pro rata share of* attorneys’ fees, is less than  
 5 seventy five thousand dollars (\$75,000).” Ex. A, Compl. ¶ 2 (emphasis added).  
 6 Plaintiff does not make any allegation regarding the amount in controversy *for all*  
 7 *aggrieved employees*. Ex. A, Compl. In his Prayer for Relief, Plaintiff simply  
 8 alleges that he is seeking “in excess of twenty-five thousand dollars (\$25,000).”  
 9 Ex. A, Compl. Prayer for Relief ¶ 1. Plaintiff further prays “for civil penalties  
 10 pursuant to California Labor Code sections 2699(a) and/or 2699(f) and (g), plus  
 11 costs and attorneys’ fees, for violations of California Labor Code sections 201, 202,  
 12 203, 204, 226(a), 226.7, 510, 512(a), 1198, 2800, and 2802; and [f]or such other  
 13 and further relief as the Court may deem equitable and appropriate.” Ex. A,  
 14 Compl., Prayer for Relief ¶¶ 3-4.

## 15 **II. THE REMOVAL IS TIMELY**

16 This Notice of Removal is timely filed, pursuant to 28 U.S.C. § 1446(b),  
 17 because it is filed within thirty days of July 13, 2011 – the date on which Chase first  
 18 was served with a copy of the Complaint. No previous notice of removal has been  
 19 filed or made with this Court for the relief sought herein.

## 20 **III. THIS COURT HAS ORIGINAL SUBJECT MATTER JURISDICTION**

### 21 **A. This Court Has Diversity Jurisdiction Under 28 U.S.C. § 1332(a).**

22 The Court has original subject matter jurisdiction over Plaintiff’s claims  
 23 because there is complete diversity and the amount in controversy exceeds \$75,000.  
 24 Accordingly, diversity jurisdiction exists under 28 U.S.C. § 1332(a).

#### 25 **1. Complete Diversity of Citizenship Exists.**

26 A case may be heard in federal court under diversity jurisdiction if there is  
 27 complete diversity, *i.e.*, all plaintiffs are diverse from all defendants. 28 U.S.C.  
 28

§ 1332(a). Further, a defendant may remove an action to federal court under § 1332 provided no defendant is a citizen of the same state in which the action was brought. *See* 28 U.S.C. §1441(a), (b). Here, all such requirements are met because Plaintiff is a citizen of California, while none of the defendants is a citizen of California.

**a. Plaintiff Is A Citizen of California.**

“An individual is a citizen of the state in which he is domiciled . . .” *Boon v. Allstate Ins. Co.*, 229 F. Supp. 2d 1016, 1019 (C.D. Cal. 2002) (citing *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001)). For purposes of diversity of citizenship jurisdiction, citizenship is determined by the individual’s domicile at the time that the lawsuit is filed. *Armstrong v. Church of Scientology Int’l*, 243 F.3d 546, 546 (9th Cir. 2000) (citing *Lew v. Moss*, 797 F.2d 747, 750 (9th Cir. 1986)). Plaintiff’s Complaint alleges that he is a resident of Riverside County, California. Ex. A, Compl. ¶ 7. He is, therefore, a citizen of California for purposes of diversity jurisdiction.<sup>3</sup>

**b. Defendants Are Not Citizens Of California.**

For diversity determination purposes, all Defendants are diverse from Plaintiff because no Defendant is a citizen of California. Indeed, Plaintiff does not allege that any Defendant is a citizen of California. Ex. A, Compl. ¶¶ 8-12.

<sup>3</sup> Moreover, Plaintiff’s publicly-available FINRA registration and employment history shows that he has been employed in the state of California since at least 1989, which further establishes his domicile in California. *See* <http://brokercheck.finra.org/Support/ReportViewer.aspx?SearchGroup=Individual&FirmKey=-1&BrokerKey=2803405&IndvIBCtgry=1&IndvIIActgry=1>. FINRA records and corporate filings may be judicially noticed. *See* Fed. R. Evid. 201(b) (courts may take judicial notice of facts capable of determination by sources whose accuracy cannot reasonably be questioned); *see KZSA Broadcasting, Inc. v. Immaculate Heart Radio Ed. Broadcasting, Inc.*, No. 2:10-cv-01213-GEB-EFB, 2010 U.S. Dist. LEXIS 134287, \*4-5 (E.D. Cal. Dec. 20, 2010) (corporate documents are matters of public record and may be judicially noticed). Plaintiff’s Form U4 also confirms that he lived in the state of California from at least September 2000 through July 7, 2010, the date on which Plaintiff signed the Form. Ex. B, Cintron Decl. ¶ 6.

JPMorgan Chase Bank, N.A. is, and at all pertinent times was, a federally chartered national bank with Columbus, Ohio designated in its articles of association as the locus of its main office. *See* Ex. D, Articles of Association for JPMorgan Chase Bank (As Amended June 30, 2008). Pursuant to 28 U.S.C. §§ 1332 and 1348, and the United States Supreme Court's decision in *Wachovia Bank, NA v. Schmidt*, 546 U.S. 303, 307 (2006) (holding that a national bank is "located," for diversity jurisdiction purposes, in the state designated in its articles of association as the locus of its main office), JPMorgan Chase Bank, N.A. is "located," for diversity purposes, in Columbus, Ohio, making it diverse from Plaintiff.

JPMorgan Chase & Co. is an international holding company incorporated in Delaware with a principal place of business in New York, New York. *See* Ex. E, Relevant portions of Form 10-K for JPMorgan Chase & Co., for the fiscal year ended December 31, 2010, available at: <http://edgar.sec.gov/Archives/edgar/data/19617/000095012311019773/y86143e10vk.htm>. Thus, it is not a citizen of California and is diverse from Plaintiff.

Defendant Chase Investment Services Corp. is incorporated under the laws of the State of Delaware, with its principal place of business in Chicago, Illinois. *See, e.g.,* Ex. F, State of Illinois Corporation File Detail Report for Chase Investment Services Corp., available at <http://www.ilsos.gov/corporatellc/CorporateLlcController>. Thus, it also is not a citizen of California, and is diverse from Plaintiff.

Although Plaintiff has named 10 fictitiously named "Doe" defendants, the citizenship of these "Doe" defendants is disregarded for purposes of removal. 28 U.S.C. § 1441(a); *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690-91 (9th Cir. 1998) (for removal purposes, the citizenship of defendants sued under fictitious names shall be disregarded).

1 Accordingly, none of the defendants is a citizen of California, and complete  
2 diversity of citizenship exists.

3 **2. The Amount in Controversy Exceeds \$75,000.**

4 Federal district courts have original jurisdiction of civil actions where the  
5 matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and  
6 costs. 28 U.S.C. § 1332(a). The amount in controversy here far exceeds \$75,000.

7 Plaintiff has alleged that, “[t]he amount in controversy *for Plaintiff*, including  
8 claims for civil penalties and *pro rata share of attorneys’ fees*, is less than seventy  
9 five thousand dollars.” Ex. A, Compl. ¶ 2 (emphasis added). But the amount in  
10 controversy relative to *Plaintiff* alone is not relevant to determining whether the  
11 threshold amount in controversy is met under 28 U.S.C. § 1332(a) because Plaintiff  
12 seeks to recover not only civil penalties under PAGA *for himself*, but also for a  
13 group of nearly 700 other allegedly aggrieved current and former Chase Financial  
14 Advisors. Ex. A, Compl. Prayer for Relief ¶¶ 1-4; Citron Decl. ¶ 3 (attesting that  
15 699 Financial Advisors worked for Chase in the State of California from June 8,  
16 2010 to August 5, 2011). The amount in controversy in Plaintiff’s PAGA claim is  
17 predicated on the total amount of penalties that can be sought by Plaintiff as the  
18 proxy of the LWDA, including his own personal “share” of such penalties and  
19 attorneys’ fees and the share of each allegedly aggrieved employee. *See Thomas v.*  
20 *Aetna Health of California, Inc.*, No. 1:10-cv-01906-AWI-SKO, 2011 U.S. Dist.  
21 LEXIS 59377, \*58 (E.D. Cal. June 2, 2011) (recommending denial of motion for  
22 remand, as the amount in controversy for PAGA claim exceeded \$75,000 based on  
23 the penalties and fees for violations alleged as to all aggrieved employees). As a  
24 result, under *Thomas v. Aetna*, a PAGA claim under § 2699 is excepted from the  
25 general rule that, for purposes of establishing diversity jurisdiction (absent  
26 applicability of CAFA), the claims of multiple plaintiffs are not aggregated to  
27 establish the amount in controversy. *Id.* at 46-58 (likening a PAGA claim to a  
28

1 shareholder derivative suit where the amount in controversy is predicated on  
 2 damages sustained by the corporation – as opposed to the named individual  
 3 shareholder; “the amount at stake in a PAGA claim is predicated on the total  
 4 amount of the penalties that can be sought by the aggrieved employees as the proxy  
 5 of the LWDA”).

6 Plaintiff here never identifies the full amount in controversy. The Prayer for  
 7 Relief provides only that “Plaintiff, and on behalf of all others similarly situated,  
 8 prays for relief and judgment against Defendants, jointly and severally . . . [f]or  
 9 penalties and attorneys’ fees in excess of twenty-five thousand dollars (\$25,000).”  
 10 Ex. A, Compl. Prayer for Relief ¶ 1. Where, as here, “it is unclear or ambiguous  
 11 from the face of a state-court complaint whether the requisite amount in  
 12 controversy is pled . . . we apply a preponderance of the evidence standard.”  
 13 *Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 699-700 (9th Cir. 2007). To  
 14 meet this standard, Chase need only show that it is more likely than not that the  
 15 amount in controversy exceeds \$75,000. *Singer v. State Farm Mut. Auto. Ins. Co.*,  
 16 116 F.3d 373, 376 (9th Cir. 1997). “Said burden is not ‘daunting,’ as courts  
 17 recognize that under this standard, a removing defendant is not obligated to  
 18 ‘research, state, and prove the plaintiff’s claims for damages.’” *Korn v. Polo Ralph*  
 19 *Lauren Corp.*, 536 F. Supp. 2d 1199, 1204-05 (E.D. Cal. 2008). The ultimate  
 20 inquiry is what amount is put “in controversy” by the plaintiff’s complaint, not  
 21 what a defendant will actually owe. *Rippee v. Boston Market Corp.*, 408 F. Supp.  
 22 2d 982, 986 (S.D. Cal. 2005); *Scherer v. Equitable Life Assurance Society of the*  
 23 *United States*, 347 F.3d 394, 397-99 (2d Cir. 2003) (recognizing that the ultimate or  
 24 provable amount of damages is not what is considered when determining the  
 25 amount in controversy; rather, it is the amount put in controversy by the plaintiff’s  
 26 complaint).

1 Although Chase denies Plaintiff's factual allegations and denies that Plaintiff  
 2 or the allegedly aggrieved employees on whose behalf he purports to seek penalties  
 3 are entitled to the relief for which Plaintiff has prayed, Plaintiff's allegations and  
 4 prayer for relief have put into controversy an amount that exceeds the \$75,000  
 5 threshold when aggregating the claims of the aggrieved employees.

6  
 7 **a. PAGA Penalties**

8 The penalties available under PAGA are those provided by the underlying  
 9 Labor Code provision that is violated or, if no penalty is listed, those provided by  
 10 PAGA itself. Labor Code § 2699(f)(2). Where the Labor Code does not provide  
 11 for a penalty, PAGA provides a civil penalty of \$100 for each aggrieved employee  
 12 per pay period for the initial violation, and \$200 for each aggrieved employee per  
 13 pay period for each subsequent violation. *Id.* There is a one-year statute of  
 14 limitations for PAGA claims. Cal. Civ. Proc. Code § 340.

15 Here, Plaintiff prays for relief consisting of, "civil penalties pursuant to  
 16 California Labor Code sections 2699(a) and/or 2699(f) and (g) [PAGA], plus costs  
 17 and attorneys' fees, for violations of California Labor Code sections 201, 202, 203,  
 18 204, 226(a), 226.7, 510, 512(a), 1198, 2800, and 2802; and [f]or such other and  
 19 further relief as the Court may deem equitable and appropriate." Thus, Plaintiff  
 20 seeks PAGA civil penalties for at least seven separate Labor Code violations:  
 21 (1) failure to provide complete and accurate wage statements, (2) waiting time  
 22 penalties for failure to timely pay all wages upon discharge, (3) failure to provide  
 23 meal periods, (4) failure to provide rest periods, (5) failure to pay overtime wages,  
 24 (6) failure to timely pay all wages during employment, and (7) failure to reimburse  
 25 business-related expenses. As set forth below, the amount in controversy for even a  
 26 single of these alleged violations well exceeds \$75,000.

27 **PAGA Penalties For Deficient Wage Statements.** Plaintiff alleges he and a  
 28 group of nearly 700 aggrieved employee Financial Advisors were misclassified as



1 exempt. Ex. A, Compl. ¶ 21; Ex. B, Citron Decl. ¶ 3. He further alleges that Cal.  
 2 Lab. Code § 226 required that Chase provide Financial Advisors wage statements  
 3 showing the number of hours that they worked and that Chase did not do so. Ex. A,  
 4 Compl. ¶¶ 45-46. Thus, Plaintiff's misclassification allegation places in  
 5 controversy PAGA penalties for every pay statement issued to a Financial Advisor  
 6 since July 8, 2010.

7 During the relevant period, Chase pays California Financial Advisors on a  
 8 twice-monthly basis, for a total of 24 pay periods per year. Ex. B, Cintron Decl. ¶  
 9 4. Since Plaintiff filed his Complaint on July 8, 2011, there have been an additional  
 10 2 pay periods, for a total of 26 pay periods during the limitations period. *Id.* As  
 11 demonstrated by Chase's official records, the actual number of pay periods worked  
 12 by Plaintiff and allegedly aggrieved California Financial Advisors during the  
 13 relevant time period is 14,527 pay periods. Ex. C, Gonell Decl. ¶ 2.

14 The penalty at issue for each employee asserting violations of Labor Code  
 15 § 226 would be \$50 for the initial pay period in which a violation occurs, and \$100  
 16 for each violation in a remaining pay period, not exceeding an aggregate penalty  
 17 under § 226 of \$4,000 per employee. Lab. Code § 226(e). Multiplying the \$50  
 18 penalty for initial violations by the 699 Financial Advisors that Chase employed in  
 19 California from July 8, 2010 to the present yields penalties of \$34,950. Applying  
 20 the \$100 Lab. Code §226(e) penalty amount to the remaining 13,828 pay periods  
 21 (14,527 – 699 = 13,828), the additional PAGA penalty amount in controversy for  
 22 the remaining pay periods of deficient pay statements is \$1,382,800. Adding these  
 23 amounts together shows that **\$1,417,750** in PAGA penalties is in controversy as to  
 24 the alleged Labor Code § 226 violations alone.

25 **Waiting Time Penalties.** Labor Code Section 203 provides that if an  
 26 employer willfully fails to pay wages to a terminated employee, "the wages of the  
 27 employee shall continue as a penalty from the due date thereof at the same rate until  
 28



1 paid or until an action therefor is commenced; but the wages shall not continue for  
2 more than 30 days.” Cal. Lab. Code § 203(a).

3 Since July 8, 2010, Chase has employed 129 California Financial Advisors  
4 who have ended their employment with Chase. Ex. B, Cintron Decl. ¶ 3. Persons  
5 employed in these positions in California earn at least \$33,600 per year in base  
6 salary, which is equivalent to \$2,800 per month. Ex. B, Cintron Decl. ¶ 5.

7 Assuming the lowest applicable base salary and further assuming Plaintiff’s  
8 allegations to be true – that each of these 129 former Financial Advisors is entitled  
9 to 30 days of wages as waiting time penalties – then the amount in controversy on  
10 this claim is at least **\$361,200**.

11 **PAGA Penalties for Meal and Rest Breaks.** Plaintiff alleges that the very  
12 nature of Chase’s business prevented Financial Advisors from taking breaks and  
13 lunch periods. Ex. A, Compl. ¶¶ 42-43 (alleging that Plaintiff and other aggrieved  
14 employees did not receive the requisite meal or rest periods “due to the flow of  
15 customers and high volume of work they had to complete at Defendants’ banks.”).  
16 Therefore, it is appropriate to calculate the penalties at issue based on Plaintiff’s  
17 own allegation that each FA was unlawfully deprived of meal and rest breaks  
18 throughout the statute of limitations period. *See Coleman v. Estes Express Lines,*  
19 *Inc.*, 730 F. Supp. 2d 1141, 1149-50 (C.D. Cal. 2010) (plaintiff included no  
20 limitation on the number of violations, and, taking his complaint as true, defendants  
21 could properly calculate the amount in controversy based upon a 100% violation  
22 rate).

23 Applying a \$100 PAGA penalty to each of the first 699 pay periods in which  
24 violations allegedly occurred (\$69,900) and a \$200 PAGA penalty to each of the  
25 13,828 remaining pay periods (\$2,765,600) yields a total amount in controversy on  
26 Plaintiff’s meal period claims of **\$2,835,500** (\$69,900 + \$2,765,600) and the same  
27 amount (**\$2,835,500**) on Plaintiff’s rest period claims.  
28

1                   **Overtime Wages.**

2                   Labor Code §§ 510 and 1198 do not specify penalties for failure to pay  
3 overtime pay. Therefore, PAGA default penalties apply to these claims. Plaintiff  
4 alleges that “he and other aggrieved employees were entitled to receive overtime  
5 wage[s]” for these hours. Ex. A, Compl. ¶ 21. Indeed, Plaintiff alleges that  
6 “[d]uring the relevant time period, [he] and other aggrieved employees worked in  
7 excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in  
8 excess of forty (40) hours in a week. For example, Plaintiff and other aggrieved  
9 employees worked over ten (10) hours per day and approximately fifty-two (52) to  
10 fifty-eight (58) hours a week, without receiving overtime wages for hours worked  
11 in excess of eight (8) hours in a day or forty (40) hours in a week.” Ex. A, Compl.  
12 ¶ 41.

13                   Accordingly, applying a \$100 PAGA penalty to each of the first 699 pay  
14 periods in which violations occurred (\$69,900) and a \$200 PAGA penalty to each  
15 of the subsequent 13,828 pay periods (\$2,765,600) yields a total amount in  
16 controversy on Plaintiff’s overtime claims of **\$2,835,500**.

17                   **Late Wage Payment During Employment.** Labor Code § 210 assesses a  
18 \$100 penalty for each failure to pay each employee for the first violation, and a  
19 \$200 penalty for each failure to pay each employee for a subsequent violation, plus  
20 25% of the amount unlawfully withheld.

21                   As set forth above, in light of Plaintiff’s allegations regarding unpaid  
22 overtime and meal and rest break premiums, Plaintiff’s complaint also states claims  
23 that place in controversy late payment penalties for every Financial Advisor in  
24 every pay period worked.

25                   Applying a \$100 Labor Code § 210 penalty to each of the first 699 pay  
26 periods in which violations occurred (\$69,900) and a \$200 Labor Code § 210  
27 penalty to each of the 13,828 remaining pay periods (\$2,765,600) yields a total  
28

amount in controversy on Plaintiff's late wage payment claims of **\$2,835,500** (\$69,900 + \$2,765,600) (before even adding the 25% of the amount unlawfully withheld).

**Total Amount Of PAGA Penalties In Controversy:**

In sum, the allegations of Plaintiff's Complaint place in controversy at least the following amounts:

<u>Alleged Labor Code Violation</u>	<u>Penalties In Controversy</u>
Penalties for deficient wage statements	\$1,417,750
Waiting time penalties	\$361,200
Penalties for failure to provide meal breaks	\$2,835,500
Penalties for failure to provide rest breaks	\$2,835,500
Penalties for failure to pay overtime	\$2,835,500
Late wage payment penalties	\$2,835,500
<b>Total PAGA penalties in controversy:</b>	<b>\$13,120,950</b>

**b. Attorneys' Fees**

Plaintiff also seeks recovery of attorneys' fees. Ex. A, Compl. Prayer for Relief ¶ 1. Attorneys' fees are properly included in determining the amount in controversy. *Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 698 (9th Cir. 2007); *Sanchez v. Wal-Mart Stores, Inc.*, No. Civ. S-06-cv-2573 DFL KJM, 2007 WL 1345706, \*2 (E.D. Cal. May 8, 2007) ("Attorney's fees, if authorized by statute or contract, are also part of the calculation.").

Although Chase denies Plaintiffs' claim for attorneys' fees, for purposes of removal, the Ninth Circuit uses a benchmark rate of 25% of the potential damages as the amount of attorneys' fees. *See Molnar v. 1-800-Flowers.com, Inc.*, No. 08-CV-0542-CAS-JCx, 2009 WL 481618, \*5 (C.D. Cal. Feb. 23, 2009) ("fair estimate of attorneys' fees in this action is 25% of compensatory damages"); *Tompkins v.*

1 *Basic Research LL*, No. CIV. S08244-LKK-DAD, 2008 WL 1808316, \*4 (E.D.  
 2 Cal. Apr. 22, 2008) (when calculating attorneys' fees for remand purposes, a  
 3 reasonable estimate is 25% of the common fund). Indeed, Plaintiff's counsel  
 4 Initiative Law Group has, in other litigation, sought court approval of a fee award  
 5 comprising one-third of a total settlement amount. *See Franco v. Ross Stores, Inc.*,  
 6 Case No. BC 298950 – Los Angeles County, Notice of Motion and Motion in  
 7 Support of Preliminary Approval of a Class Action Settlement (Cal. Super. Ct.,  
 8 L.A. County. Oct. 11, 2006) (seeking preliminary approval of \$1 million payment  
 9 of attorneys' fees and costs where defendant agreed to pay \$3 million to resolve the  
 10 class actions).

11 Here, 25% of the total PAGA penalties placed in controversy is  
 12 **\$3,280,237.50**

13 Thus, including attorneys' fees, the total amount placed in controversy by  
 14 Plaintiff's Complaint is at least **\$16,401,187.50**.

15 **B. In The Alternative, This Court Has Original Subject Matter**  
 16 **Jurisdiction Under CAFA.**

17 CAFA expressly provides that actions where a plaintiff is proceeding as a  
 18 "representative" of other individuals, as here, are covered by its provisions.  
 19 Moreover, diversity of citizenship exists between Plaintiff and one or more  
 20 defendants, the number of proposed class members is 100 or greater, and the  
 21 amount placed in controversy by Plaintiff's Complaint exceeds, in the aggregate, \$5  
 22 million, exclusive of interest and costs. 28 U.S.C. §§ 1332(d)(2), 1453. Removal  
 23 under CAFA diversity jurisdiction is therefore proper pursuant to 28 U.S.C.  
 24 §§ 1441, 1446 and 1453.

25 **1. Plaintiff's PAGA Suit Is A Class Action Under CAFA.**

26 CAFA provides for removal of class actions involving parties with minimal  
 27 diversity. 28 U.S.C. §1332(d)(2). CAFA defines a "class action" as, "[a]ny civil  
 28 action filed under rule 23 of the Federal Rules of Civil Procedure or similar State

1 statute or rule of judicial procedure authorizing an action to be brought by 1 or  
2 more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

3 “In passing CAFA, Congress emphasized that the term ‘class action’ should  
4 be defined broadly to prevent ‘judicial gamesmanship.’ . . . Its application should  
5 not be confined solely to lawsuits that are labeled ‘class actions’ by the named  
6 plaintiff or the state rulemaking authority. Generally speaking, lawsuits that  
7 resemble a purported class action should be considered class action for the purpose  
8 of applying these provisions.” *Caldwell v. Allstate Insurance Co.*, 536 F.3d 418,  
9 423-24 (5th Cir. 2008) (affirming order denying remand, finding case was properly  
10 removed under CAFA) (citing S. Rep. No. 109-14, at 35 (2005) (emphasis added)).

11 A representative PAGA action not only “resembles” a class action, but  
12 federal courts have held that actions for relief under PAGA are class actions subject  
13 to Federal Rule of Civil Procedure 23. *See Thompson v. APM Pacific Terminals,*  
14 *Ltd.*, No. 3:10-cv-00677, 2010 WL 6309364, \*2 (N.D. Cal. Aug. 26, 2010) (holding  
15 that a plaintiff who seeks to bring a representative PAGA action on behalf of non-  
16 party, unnamed, aggrieved employees in federal court must meet federal procedural  
17 requirements under Rule 23); *Adams v. Luxottica*, No. 8:07-cv-01465, 2009 U.S.  
18 Dist. LEXIS 130660, \*6-9 (C.D. Cal. July 24, 2009) (plaintiff lacked standing to  
19 bring a non-class representative PAGA claim on behalf of other aggrieved  
20 employees because the action was not brought as a class action in compliance with  
21 Federal Rule 23).

## 22 **2. Minimum Diversity Exists.**

23 In order to satisfy CAFA’s diversity requirement, a party seeking removal  
24 need only show that minimal diversity exists; that is, that one putative class  
25 member is a citizen of a different state from that of one defendant. 28 U.S.C.  
26 § 1332(d)(2); *United Steel, Paper & Forestry, Rubber, Mfg., Energy, Allied Indus.*  
27 *& Serv. Workers Int’l Union, AFL-CIO, CLC v. Shell Oil Co.*, 602 F.3d 1087, 1090-  
28

91 (9th Cir. 2010) (finding that to achieve its purposes, CAFA provides expanded original diversity jurisdiction for class actions meeting the minimal diversity requirement set forth in 28 U.S.C. §1332(d)(2)). Here, as set forth in Section II.A.1. above, complete diversity of citizenship exists because Plaintiff is a citizen of California, while none of the defendants is a citizen of California.

### 3. The Amount In Controversy Exceeds \$5 Million.

Pursuant to CAFA, the amount in controversy component of diversity jurisdiction is satisfied when the aggregated claims of the individual members in a class action exceed the sum or value of \$5 million. *See* 28 U.S.C. § 1332(d)(6). Furthermore, Congress intended for federal jurisdiction to be appropriate under CAFA “if the value of the matter in litigation exceeds \$5,000,000 either from the viewpoint of the plaintiff or the *viewpoint of the defendant*, and regardless of the type of relief sought (e.g., damages, injunctive relief, or declaratory relief).” Senate Judiciary Report, S. REP. 109-14, at 42.

As set forth above, because Plaintiff does not expressly plead a specific amount of damages, Chase need only show that it is more likely than not that the amount in controversy exceeds \$5 million. *Singer*, 116 F.3d at 376.

Here, Plaintiff expressly prays “for civil penalties pursuant to California Labor Code sections 2699(a) and/or 2699(f) and (g), plus costs and attorneys’ fees, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1198, 2800, and 2802.” Ex. A, Compl., Prayer for Relief ¶ 3. Thus, Plaintiff’s Complaint expressly seeks to recover PAGA penalties for each violation.<sup>4</sup> *See Schiller v. David’s Bridal, Inc.*, No. 1:10-cv-00616 AWI SKO, 2010 U.S. Dist. LEXIS 81128, \*\*15-18 (E.D. Cal. Jul. 14, 2010).

<sup>4</sup> Chase disputes that PAGA penalties may be “stacked” – in other words, assessing a penalty for each Labor Code violation separately alleged by Plaintiff – but because Plaintiff’s complaint seeks “stacked” PAGA penalties, they must be counted as such to determine the amount in controversy. “The ultimate inquiry is what amount is put ‘in controversy’ by the plaintiff’s complaint, not what a defendant will actually owe.” *Korn*, 536 F. Supp. 2d at 1205 (citing *Rippee v.*



As set forth above in Section I.A.2., although Chase denies Plaintiff's factual allegations and denies that Plaintiff or the allegedly aggrieved employees that he seeks to represent are entitled to the relief for which Plaintiff has prayed, his allegations and prayer for relief have put into controversy an amount that well exceeds the \$5 million threshold when aggregating the claims of the aggrieved employees, as set forth in 28 U.S.C. § 1332(d)(6). Indeed, Plaintiff's Complaint places at least **\$16,401,187.50** in controversy.

#### IV. VENUE

This action was originally filed in the Superior Court for the County of Los Angeles and is therefore removable to this district. 28 U.S.C. § 1441(a).

#### V. NOTICE

Chase will promptly serve this Notice of Removal on all parties and will promptly file a copy of this Notice of Removal with the clerk of the state court in which the action is pending, as required under 28 U.S.C. § 1446(d).

A true and correct copy of Plaintiff's Complaint is attached hereto as Exhibit A.

A true and correct copy of the Declaration of Trese C. Cintron in support of removal is attached hereto as Exhibit B.

A true and correct copy of the Declaration of Carrie A. Gonell in support of removal is attached hereto as Exhibit C.

A true and correct copy of JPMorgan Chase Bank, N.A.'s Articles of Association, As Amended June 30, 2008, is attached hereto as Exhibit D.

A true and correct copy of relevant portions of the Form 10-K for JPMorgan Chase & Co., for the fiscal year ended December 31, 2010, is attached hereto as Exhibit E.

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*Boston Market Corp.*, 408 F. Supp. 2d at 986).



1 A true and correct copy of the State of Illinois Corporation File Detail Report  
2 for Chase Investment Services Corp., is attached hereto as Exhibit F.


3 A true and correct copy of Chase's Answer, filed in the Superior Court, is  
4 attached hereto as Exhibit G.

5 **VI. CONCLUSION**

6 Based on the foregoing, Chase respectfully requests that this action be  
7 removed to this Court. If any question arises as to the propriety of the removal of  
8 this action, Chase requests the opportunity to present a brief and oral argument in  
9 support of its position that this case is removable.

10  
11 Dated: August 12, 2011

MORGAN, LEWIS & BOCKIUS LLP

12  
13 By   
14 Carrie A. Gonell  
15 Attorneys for Defendants  
16 CHASE INVESTMENT SERVICES  
17 CORP., JPMORGAN CHASE  
18 BANK, N.A., and JPMORGAN  
19 CHASE & CO.  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT “A”**

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUL 8 2011

John A. Clarke, Executive Officer/Clerk  
BY Mary Flores Deputy

*AL024  
90272*

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Attorneys for Plaintiff Joseph Baumann

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BC 464979

JOSEPH BAUMANN, individually, and on  
behalf of other members of the general  
public similarly situated,

Plaintiff,

vs.

CHASE INVESTMENT SERVICES  
CORP., a Delaware corporation;  
JPMORGAN CHASE BANK, a New York  
corporation; JPMORGAN CHASE & CO.,  
a Delaware corporation; and DOES 1  
through 10, inclusive,

Defendants.

Case No.:

**COMPLAINT FOR ENFORCEMENT OF  
THE PRIVATE ATTORNEYS GENERAL  
ACT, CALIFORNIA LABOR CODE  
§§ 2698 ET SEQ.**

(1) Violation of Labor Code §§ 2698, et seq.  
("PAGA").

**Jury Trial Demanded**

CIT/CASE: BC464979 LEA/DEFA:  
RECEIPT #: CCH478057038  
DATE PAID: 07/08/11 02:00:37 PM  
PAYMENT: \$395.00  
RECEIVED: 0310  
CHECK: 395.00  
CASH:  
CHANGE:  
CARD:

COMPLAINT

EXHIBIT "A" - PAGE 2

ORIGINAL

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07/08/11

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11/28/2011

1 Plaintiff, individually and on behalf of all other aggrieved employees alleges as  
2 follows:

### 3 JURISDICTION AND VENUE

4 1. This Court has jurisdiction over this action pursuant to the California  
5 Constitution, Article VI, section 10. The statutes under which this action is brought do not  
6 specify any other basis for jurisdiction.

7 2. The amount in controversy for Plaintiff, including claims for civil penalties and  
8 pro rata share of attorneys' fees, is less than seventy five thousand dollars (\$75,000).

9 3. This Court has jurisdiction over all Defendants because, upon information and  
10 belief, Defendants are either citizens of California, have sufficient minimum contacts in  
11 California, or otherwise intentionally avail itself of the California market so as to render the  
12 exercise of jurisdiction over them by the California courts consistent with traditional notions  
13 of fair play and substantial justice.

14 4. Venue is proper in this Court because, upon information and belief, Defendants  
15 reside, transact business, or have offices in this county and the acts and omissions alleged  
16 herein took place in this county.

17 5. California Labor Code sections 2699 et seq., the "Labor Code Private Attorneys  
18 Generals Act" ("PAGA"), authorizes aggrieved employees to sue directly for various civil  
19 penalties under the California Labor Code.

20 6. Plaintiff timely provided notice on July 6, 2011 to the California Labor and  
21 Workforce Development Agency ("LWDA") and to Defendants, pursuant to California Labor  
22 Code section 2699.3(a).

### 23 THE PARTIES

24 7. Plaintiff JOSEPH BAUMANN is a resident of Riverside County, California.

25 8. Defendant CHASE INVESTMENT SERVICES CORP. was and is, upon  
26 information and belief, a Delaware corporation, doing business in California, and at all times  
27 hereinafter mentioned, an employer whose employees are engaged throughout this county, the  
28 State of California, or the various states of the United States of America.

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11/7/88/28

1           9. Defendant JPMORGAN CHASE BANK was and is, upon information and  
2 belief, a New York corporation, doing business in California, and at all times hereinafter  
3 mentioned, an employer whose employees are engaged throughout this county, the State of  
4 California, or the various states of the United States of America.

5           10. Defendant JPMORGAN CHASE & CO. was and is, upon information and  
6 belief, a Delaware corporation, doing business in California, and at all times hereinafter  
7 mentioned, an employer whose employees are engaged throughout this county, the State of  
8 California, or the various states of the United States of America.

9           11. Plaintiff is unaware of the true names or capacities of the Defendants sued  
10 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to  
11 amend the complaint and serve such fictitiously named Defendants once their names and  
12 capacities become known.

13           12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
14 are the partners, agents, owners, shareholders, managers or employees of CHASE  
15 INVESTMENT SERVICES CORP., JPMORGAN CHASE BANK, and/or JPMORGAN  
16 CHASE & CO. at all relevant times.

17           13. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
18 acts and omissions alleged herein was performed by, or is attributable to, CHASE  
19 INVESTMENT SERVICES CORP., JPMORGAN CHASE BANK, JPMORGAN CHASE &  
20 CO., and/or DOES 1 through 10 (collectively "Defendants"), each acting as the agent for the  
21 other, with legal authority to act on the other's behalf. The acts of any and all Defendants  
22 were in accordance with, and represent, the official policy of Defendants.

23           14. At all relevant times, Defendants, and each of them, ratified each and every act  
24 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
25 and abetted the acts and omissions of each and all the other Defendants in proximately causing  
26 the damages herein alleged.

27           15. Plaintiff is informed and believes, and thereon alleges, that each of said  
28 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

1 omissions, occurrences, and transactions alleged herein.

2 **GENERAL ALLEGATIONS**

3 16. At all relevant times set forth, Defendants employed Plaintiff and other persons  
4 as exempt or salaried employees.

5 17. Defendants employed Plaintiff from June 2010 to January 2011. Defendants  
6 classified Plaintiff as an exempt, salaried "Financial Advisor Associate" at Defendants' Los  
7 Angeles, California business location. Plaintiff typically worked fifty-two (52) to fifty-eight  
8 (58) hours per week.

9 18. As a Financial Advisor Associate, Plaintiff spent the vast majority of his time  
10 trying to sell Defendants' standardized investment products to customers. Specifically,  
11 Defendants created and implemented a highly detailed script for Plaintiff and other Financial  
12 Advisors to follow when attempting to sell Defendants' investment products to customers.  
13 Defendants scripted every part of Financial Advisors' job duties, including what they were to  
14 say to customers and which investment products they were to recommend to customers. As  
15 such, Plaintiff and other Financial Advisors had little to no discretion in the performance of  
16 their job duties. In fact, Defendants reprimanded Plaintiff and other Financial Advisors when  
17 they did not follow Defendants' script. Defendants also required Plaintiff and other Financial  
18 Advisors to make cold calls to existing bank customers and make appointments for the  
19 customers to come into Defendants' banks. Moreover, Defendants regularly required Plaintiff  
20 and other Financial Advisors to attend meetings to review their scripted sales pitches and  
21 discuss their sales targets. Plaintiff did not have authority to hire or fire Defendants'  
22 employees.

23 19. Defendants continue to employ exempt or salaried Financial Advisors within  
24 California.

25 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
26 mentioned, Defendants were advised by skilled lawyers and other professionals, employees  
27 and advisors knowledgeable about California labor and wage law, employment and personnel  
28 practices, and about the requirements of California law.

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11/28/11

21. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants engaged in a systematic business practice and policy of misclassifying Plaintiff and other Financial Advisors as exempt from the requirements of the California Labor Code and the applicable IWC Wage Orders. Plaintiff, while employed by Defendants as a Financial Advisor Associate, worked long hours, in excess of eight (8) hours in a day or forty (40) hours in a week. Plaintiff worked over ten (10) hours per day and approximately fifty-two (52) to fifty-eight (58) hours per week. Moreover, the majority of Plaintiff's work for Defendants was non-managerial in nature and Plaintiff did not possess the authority to hire or fire Defendants' employees. Defendants willfully, knowingly and intentionally misclassified Plaintiff and other aggrieved employees and falsely represented to Plaintiff that he was properly classified all in order to avoid paying overtime wages and increase Defendants' profits.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay each day they did not receive a timely uninterrupted meal period, and that they did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay each day they did not receive a timely uninterrupted meal period.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive all rest periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay each day a rest period was missed, and that they did not receive all rest periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved



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11/82/13

1 employees' regular rate of pay each day a rest period was missed.

2 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
3 should have known that Plaintiff and other aggrieved employees were entitled to timely  
4 payment of wages during their employment. In violation of the California Labor Code,  
5 Plaintiff and other aggrieved employees did not receive payment of all wages, including, but  
6 not limited to, overtime wages and missed meal and rest period premiums, within permissible  
7 time periods.

8 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
9 should have known that Plaintiff and other aggrieved employees were entitled to timely  
10 payment of all wages upon termination. In violation of the California Labor Code, Plaintiff  
11 and other aggrieved employees did not receive payment of all wages, including, but not  
12 limited to, overtime wages and missed meal and rest period premiums, within permissible  
13 time periods.

14 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
15 should have known that Plaintiff and other aggrieved employees were entitled to receive  
16 complete and accurate wage statements in accordance with California law. In violation of the  
17 California Labor Code, Plaintiff and other aggrieved employees were not provided complete  
18 and accurate wage statements.

19 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
20 should have known that Plaintiff and other aggrieved employees were entitled to receive full  
21 reimbursement for all business-related expenses and costs they incurred during the course and  
22 scope of their employment, and that they did not receive full reimbursement of applicable  
23 business-related expenses and costs they incurred.

24 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
25 mentioned, Defendants knew or should have known that they had a duty to compensate  
26 Plaintiff and other aggrieved employees, and that Defendants had the financial ability to pay  
27 such compensation, but willfully, knowingly and intentionally failed to do so, and falsely  
28 represented to Plaintiff and other aggrieved employees that they were properly denied wages,

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1 all in order to increase Defendants' profits.

2 30. At all times herein set forth, PAGA was applicable to Plaintiff's employment  
3 by Defendants.

4 31. At all times herein set forth, PAGA provides that any civil penalty which may  
5 be assessed and collected by the LWDA for violations of the California Labor Code may, as  
6 an alternative, be recovered through a civil action brought by an aggrieved employee on  
7 behalf of himself and other current or former employees pursuant to procedures outlined in  
8 California Labor Code section 2699.3.

9 32. Pursuant to PAGA, a civil action under PAGA may be brought by an  
10 "aggrieved employee," who is any person that was employed by the alleged violator and  
11 against whom one or more of the alleged violations was committed.

12 33. Plaintiff was employed by Defendants and the alleged violations were  
13 committed against him during his time of employment and he is, therefore, an aggrieved  
14 employee. Plaintiff and other employees are "aggrieved employees" as defined by California  
15 Labor Code section 2699(c) in that they are all current or former employees of Defendants,  
16 and one or more of the alleged violations were committed against them.

17 34. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
18 employee, including Plaintiff, may pursue a civil action arising under PAGA after the  
19 following requirements have been met:

- 20 (a) The aggrieved employee shall give written notice by certified mail  
21 (hereinafter "Employee's Notice") to the LWDA and the employer of  
22 the specific provisions of the California Labor Code alleged to have  
23 been violated, including the facts and theories to support the alleged  
24 violations.
- 25 (b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the  
26 employer and the aggrieved employee by certified mail that it does not  
27 intend to investigate the alleged violation within thirty (30) calendar  
28 days of the postmark date of the Employee's Notice. Upon receipt of

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the LWDA Notice, or if the LWDA Notice is not provided within thirty-three (33) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

35. On July 6, 2011, Plaintiff provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code section 2699.3.

36. Therefore, as of July 6, 2011, the administrative prerequisites under California Labor Code section 2699.3(a) are satisfied and Plaintiff has authorization to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1198, 2800, and 2802, unless the LWDA provides timely notice of its intent to investigate Plaintiff's Labor Code claims.

#### FIRST CAUSE OF ACTION

#### Violation of California Labor Code §§ 2698, et seq.

#### (Against All Defendants)

37. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 36.

38. California Labor Code sections 2698, et seq. ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5.

39. PAGA provides as follows, "[n]otwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part."

40. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

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- (a) Violation of Labor Code sections 510 and 1198 for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay;
- (b) Violation of Labor Code sections 226.7 and 512 for failure to provide all meal and rest breaks to Plaintiff and other aggrieved employees;
- (c) Violation of Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business-related expenses incurred;
- (d) Violation of Labor Code section 226 for failure to provide accurate wage statements;
- (e) Violation of Labor Code sections 201 and 202 for failure to timely pay all earned wages to Plaintiff and other aggrieved employees upon discharge; and
- (f) Violation of Labor Code section 204 for failure to timely pay all earned wages to Plaintiff and other aggrieved employees during employment;

41. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work. Specifically, California Labor Code section 1198 and the applicable IWC Wage Order provide that Defendants are and were required to pay Plaintiff and other aggrieved employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek; Plaintiff and other aggrieved employees working more than twelve (12) hours in a day are and were entitled to be paid at a rate of two times their regular rate of pay. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a

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1 day, and/or in excess of forty (40) hours in a week. For example, Plaintiff and other aggrieved employees worked over ten (10) hours per day and approximately fifty-two (52) to fifty-eight (58) hours a week, without receiving overtime wages for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. Defendants' failure to pay Plaintiff and other aggrieved employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

42. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the California IWC. The applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. California Labor Code section 512(a) also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. During the relevant time period, Plaintiff and other aggrieved employees did not receive timely, uninterrupted meal periods of at least thirty (30) minutes. For example, Plaintiff and other aggrieved employees could not take meal periods due to the flow of customers and high volume of work they had to complete at Defendants' banks. Defendants failed to pay Plaintiff and other aggrieved employees the full meal period premium due pursuant to California Labor Code section 226.7.

43. California Labor Code section 226.7 also provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall

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1 authorize and permit all employees to take rest periods, which insofar as practicable shall be  
2 in the middle of each work period" and that the "rest period time shall be based on the total  
3 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major  
4 fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.  
5 During the relevant time period, Plaintiff and other aggrieved employees did not receive a ten  
6 (10) minute rest period for every four (4) hours worked due to the flow of customers and high  
7 volume of work they had to complete at Defendants' banks. Defendants failed to pay Plaintiff  
8 and other aggrieved employees the full rest period premium due pursuant to California Labor  
9 Code section 226.7.

10 44. California Labor Code sections 2800 and 2802 provide that an employer must  
11 reimburse employees for all necessary expenditures. During the relevant time period, Plaintiff  
12 and other aggrieved employees incurred necessary business-related expenses and costs that  
13 were not fully reimbursed by Defendants. Defendants had, and continue to have, a policy of  
14 not reimbursing employees, including Plaintiff, for mileage expenses necessarily incurred  
15 during the performance of their job duties. For example, Plaintiff and other aggrieved  
16 employees had to drive from his bank branch to attend mandatory meetings at other locations,  
17 but was not reimbursed for his mileage expenses.

18 45. California Labor Code section 226(a) provides that every employer shall  
19 furnish each of his or her employees an accurate itemized wage statement in writing, including  
20 the name and address of the legal entity that is the employer, total hours worked and all  
21 applicable hourly rates, among other things. Defendants have intentionally and willfully  
22 failed to provide employees with complete and accurate wage statements. The deficiencies  
23 include, among other things, the failure to accurately list the total hours worked by Plaintiff  
24 and other aggrieved employees. As a result of Defendants' violation of California Labor Code  
25 section 226(a), Plaintiff and other aggrieved employees have suffered injury and damage to  
26 their statutorily protected rights. Specifically, Plaintiff and other aggrieved employees have  
27 been injured by Defendants' intentional violation of California Labor Code section 226(a)  
28 because they were denied both their legal right to receive, and their protected interest in

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1 receiving, accurate, itemized wage statements under California Labor Code section 226(a). In  
2 addition, because Defendants failed to provide the accurate number of total hours worked on  
3 wage statements, Plaintiff has been prevented by Defendants from determining if all hours  
4 worked were paid and the extent of the underpayment. Plaintiff has had to file this lawsuit,  
5 conduct discovery, reconstruct time records, and perform computations in order to analyze  
6 whether in fact Plaintiff was paid correctly and the extent of the underpayment, thereby  
7 causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in  
8 these efforts and incur these costs had Defendants provided the accurate number of total hours  
9 worked. This has also delayed Plaintiff's ability to demand and recover the underpayment of  
10 wages from Defendants.

11 46. California Labor Code sections 201 and 202 provide that if an employer  
12 discharges an employee, the wages earned and unpaid at the time of discharge are due and  
13 payable immediately, and that if an employee voluntarily leaves his or her employment, his or  
14 her wages shall become due and payable not later than seventy-two (72) hours thereafter,  
15 unless the employee has given seventy-two (72) hours previous notice of his or her intention  
16 to quit, in which case the employee is entitled to his or her wages at the time of quitting.  
17 During the relevant time period, Defendants wilfully failed to pay Plaintiff and other  
18 aggrieved employees who are no longer employed by Defendants all their earned wages,  
19 including overtime and missed meal and rest period premiums, either at the time of discharge,  
20 or within seventy-two (72) hours of their leaving Defendants' employ. Defendants' failure to  
21 pay Plaintiff and other aggrieved employees who are no longer employed by Defendants all  
22 their earned wages, including, but not limited to, overtime and missed meal and rest period  
23 premiums, at the time of discharge, or within seventy-two (72) hours of their leaving  
24 Defendants' employ, is in violation of California Labor Code sections 201 and 202.

25 47. California Labor Code section 204 requires that all wages earned by any person  
26 in any employment between the 1st and the 15th days, inclusive, of any calendar month, other  
27 than those wages due upon termination of an employee, are due and payable between the 16th  
28 and the 26th day of the month during which the labor was performed, and that all wages



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1 earned by any person in any employment between the 16th and the last day, inclusive, of any  
 2 calendar month, other than those wages due upon termination of an employee, are due and  
 3 payable between the 1st and the 10th day of the following month. California Labor Code  
 4 section 204 also requires that all wages earned for labor in excess of the normal work period  
 5 shall be paid no later than the payday for the next regular payroll period. During the relevant  
 6 time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to  
 7 them within any time period specified by California Labor Code section 204 including, but not  
 8 limited to, overtime and premium wages for meal and rest breaks that were not provided.

9 48. Pursuant to California Labor Code sections 2699(a), 2699.3, and 2699.5,  
 10 Plaintiff and all other aggrieved employees are entitled to recover civil penalties against  
 11 Defendants, in addition to other remedies, for violations of California Labor Code sections  
 12 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1198, 2800, and 2802.

#### 13 REQUEST FOR JURY TRIAL

14 Plaintiff requests a trial by jury.

#### 15 PRAYER FOR RELIEF

16 Plaintiff, and on behalf of all others similarly situated, prays for relief and judgment  
 17 against Defendants, jointly and severally, as follows:

18 1. For penalties and attorneys' fees in excess of twenty-five thousand dollars  
 19 (\$25,000).

#### 20 As to the First Cause of Action

21 2. That the Court declare, adjudge and decree that Defendants violated the  
 22 following California Labor Code sections: 510 and 1198 (by failing to provide Plaintiff and  
 23 other aggrieved employees all overtime compensation), 226.7 and 512 (by failing to provide  
 24 all meal and rest periods and failing to pay for all missed meal and rest periods), 226(a) (by  
 25 failing to provide accurate wage statements), 201, 202, 203, 204 (by failing to pay all earned  
 26 wages during employment and upon termination), and 2800 and 2802 (by failing to reimburse  
 27 for all business expenses necessarily incurred).

28 3. For civil penalties pursuant to California Labor Code sections 2699(a) and/or

1 2699(f) and (g), plus costs and attorneys' fees, for violations of California Labor Code  
2 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1198, 2800, and 2802; and

3 4. For such other and further relief as the Court may deem equitable and  
4 appropriate.

5  
6 Dated: July 7, 2011

Respectfully submitted,

Initiative Legal Group APC

7  
8  
9 By: 

Miriam Schimmel  
Andrew Sokolowski  
Joshua Carlon

Attorneys for Plaintiff Joseph Baumann

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Miriam Schimmel (185089), Andrew Sokolowski (226685), Joshua Carlon (263838) Initiative Legal Group APC 1800 Century Park East, 2nd Floor Los Angeles, California 90067 TELEPHONE NO.: (310) 556-5637 FAX NO.: (310) 861-9051		FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES  JUL 8 2011  John A. Clarke, Executive Officer/Clerk BY <u>Mary Flores</u> Deputy	
ATTORNEY FOR (Name): <b>Plaintiff Joseph Baumann</b>			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>LOS ANGELES</b> STREET ADDRESS: <b>111 North Hill Street</b> MAILING ADDRESS: <b>111 North Hill Street</b> CITY AND ZIP CODE: <b>Los Angeles, California 90012</b> BRANCH NAME: <b>Stanley Mosk</b>			
CASE NAME: <b>Baumann v. Chase Inv. Serv. Corp., et al.</b>			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>BC 464979</b>  JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other P/DP/WD (23)<br><b>Non-P/DP/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-P/DP/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |                                                                                                                                |                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties                                                     | d. <input type="checkbox"/> Large number of witnesses                                                                                                      |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence                                                         | f. <input type="checkbox"/> Substantial postjudgment judicial supervision                                                                                  |
3. Remedies sought (check all that apply): a. ☒ monetary     b. ☒ nonmonetary; declaratory or injunctive relief     c. ☐ punitive
4. Number of causes of action (specify): (1) One
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

 Date: July 7, 2011  
 Joshua Carlon

(TYPE OR PRINT NAME)

## NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

 Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 [Rev. July 1, 2007]

## CIVIL CASE COVER SHEET

 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
 Cal. Standards of Judicial Administration, std. 3.10  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)

 American LegalNet, Inc.  
[www.FormsWorkflow.com](http://www.FormsWorkflow.com)

EXHIBIT "A" - PAGE 16

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)-Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
	Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
<b>Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09)	Environmental/Toxic Tort (30)
Asbestos (04)	Collection Case-Seller Plaintiff	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Asbestos Property Damage	Other Promissory Note/Collections Case	<b>Enforcement of Judgment</b>
Asbestos Personal Injury/Wrongful Death	Insurance Coverage (not provisionally complex) (18)	Enforcement of Judgment (20)
Product Liability (not asbestos or toxic/environmental) (24)	Auto Subrogation	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Other Coverage	Confession of Judgment (non-domestic relations)
Medical Malpractice-Physicians & Surgeons	<b>Other Contract (37)</b>	Sister State Judgment
Other Professional Health Care Malpractice	Contractual Fraud	Administrative Agency Award (not unpaid taxes)
<b>Other P/DPD/WD (23)</b>	Other Contract Dispute	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	<b>Real Property</b>	Other Enforcement of Judgment Case
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Eminent Domain/Inverse Condemnation (14)	<b>Miscellaneous Civil Complaint</b>
Intentional Infliction of Emotional Distress	Wrongful Eviction (33)	RICO (27)
Negligent Infliction of Emotional Distress	Other Real Property (e.g., quiet title) (26)	Other Complaint (not specified above) (42)
Other P/DPD/WD	Writ of Possession of Real Property	Declaratory Relief Only
<b>Non-P/DPD/WD (Other) Tort</b>	Mortgage Foreclosure	Injunctive Relief Only (non-harassment)
Business Tort/Unfair Business Practice (07)	Quiet Title	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Commercial Complaint Case (non-tort/non-complex)
Defamation (e.g., slander, libel) (13)	<b>Unlawful Detainer</b>	Other Civil Complaint (non-tort/non-complex)
Fraud (16)	Commercial (31)	<b>Miscellaneous Civil Petition</b>
Intellectual Property (19)	Residential (32)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Other Petition (not specified above) (43)
Legal Malpractice	<b>Judicial Review</b>	Civil Harassment
Other Professional Malpractice (not medical or legal)	Asset Forfeiture (05)	Workplace Violence
Other Non-P/DPD/WD Tort (35)	Petition Re: Arbitration Award (11)	Elder/Dependent Adult Abuse
<b>Employment</b>	Writ of Mandate (02)	Election Contest
Wrongful Termination (36)	Writ-Administrative Mandamus	Petition for Name Change
Other Employment (15)	Writ-Mandamus on Limited Court Case Matter	Petition for Relief From Late Claim
	Writ-Other Limited Court Case Review	Other Civil Petition
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal-Labor Commissioner Appeals	

CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Page 2 of 2

ORIGINAL

BC 464979

SHORT TITLE: Baumann v. Chase Inv. Serv. Corp., et al.	CASE NUMBER
-----------------------------------------------------------	-------------

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10-15 ☐ HOURS/ ☒ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |                                                                                 |                                                            |
|---------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. Class Actions must be filed in the County Courthouse, Central District.      | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.                                        | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                      | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                    | 10. Location of Labor Commissioner Office.                 |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (48)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Auto Tort  
Other: Personal Injury/Property  
Damage/Wrongful Death Tort  
Non-Personal Injury/Property  
Damage/Wrongful Death Tort

Non-Personal Injury/Property Damage/  
 Wrongful Death Tort (Cont'd.)  
 Employment  
 Contract  
 Real Property  
 Unlawful Detainer  
 Judicial Review

SHORT TITLE Baumann v. Chase Inv. Serv. Corp., et al.		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

CIV 109 03-04 (Rev. 03/06)  
LASC Approved

**CIVIL CASE COVER SHEET ADDENDUM  
AND STATEMENT OF LOCATION**

LASC, rule 2.0  
Page 2 of 4



SHORT TITLE Baumann v. Chase Inv. Serv. Corp., et al.		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8. 2., 8. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.




SHORT TITLE: Baumann v. Chase Inv. Serv. Corp., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS: 15200 West Sunset Boulevard
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90272

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: July 7, 2011

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LASC Approved CIV 109 03-04 (Rev. 03/06).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

# **EXHIBIT “B”**

1 MORGAN, LEWIS & BOCKIUS LLP  
2 CARRIE A. GONELL, SBN 257163  
3 e-mail: cgonell@morganlewis.com  
4 5 Park Plaza, Suite 1750  
5 Irvine, CA 92614  
6 Tel: 949.399.7000  
7 Fax: 949.399.7001

8 Attorneys for Defendants  
9 CHASE INVESTMENT SERVICES  
10 CORP., JPMORGAN CHASE BANK,  
11 N.A. and JPMORGAN CHASE & CO.

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 JOSEPH BAUMANN, individually,  
15 and on behalf of other members of  
16 the general public similarly situated,

17 Plaintiff,

18 vs.

19 CHASE INVESTMENT SERVICES  
20 CORP., a Delaware corporation;  
21 JPMORGAN CHASE BANK, a  
22 New York corporation; JP  
23 MORGAN CHASE & CO., a  
24 Delaware corporation; and DOES 1  
25 through 10, inclusive,

26 Defendants.

Case No.

27 **DECLARATION OF TRESE C.  
28 CINTRON IN SUPPORT OF  
REMOVAL TO THE UNITED STATES  
DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF  
CALIFORNIA**

Diversity Jurisdiction and Jurisdiction  
Under The Class Action Fairness Act

[28 U.S.C. §§ 1332, 1441, 1446 and 1453]

**DECLARATION OF TRESE CINTRON**

I, Trese Cintron, declare as follows:

1. I currently serve as Vice President, HR Bus Partner – Manager II, for Defendant JPMorgan Chase Bank, N.A. (“Chase”). I have personal knowledge of the facts stated herein, and if called and sworn as a witness, I could and would testify competently to these facts.

2. Chase maintains information about its current and former employees in its PeopleSoft database. The PeopleSoft database is the official record of an employee’s official title while employed by Chase. The PeopleSoft database also includes information about an employee’s dates of employment, annual compensation earned, and last known address. I have access to this information and have reviewed a report generated from this database of employees who worked as Financial Advisors in California from July 8, 2010 through August 5, 2011.

3. From July 8, 2010 through August 5, 2011, Chase employed 699 Financial Advisors in California. Of these, 129 have ended employment with Chase. A copy of a report showing the date of each of Financial Advisor’s entry into a Financial Advisor job held during the relevant period, and the end date of his or her employment in a Financial Advisor job, if any,<sup>1</sup> for Financial Advisors employed in California between July 8, 2010 and August 5, 2011, is attached hereto as Exhibit 1. Employees’ names have been redacted for privacy.

4. Chase pays wages to Financial Advisors in California twice monthly (on the 15th and last day of the month), for a total of 24 pay periods per year.

5. Persons employed in Financial Advisor positions in California from July 8, 2010 through August 5, 2011 earned at least \$33,600 per year in base salary.

6. Joseph Baumann’s Form U4, which is maintained in the ordinary course of business of Chase, shows that he lived in the state of California from at

<sup>1</sup> The report shows an end date of 12/31/99 where the Financial Advisor remains in the position.

1 September  
2 least November 2000 through July 7, 2010, the date on which Baumann signed the  
3 Form. A true and correct copy of the U4 is attached hereto as Exhibit 2.  
4 irrelevant pages of

5 I declare under penalty of perjury under the laws of the United States and the  
6 State of California that the foregoing is true and correct. Executed this 11<sup>th</sup> day of  
7 August, 2011 at Chicago, Illinois.

8   
9 Trese C. Cintron



# **EXHIBIT “1”**

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Jobcode Desc	Jobcode Effective Date	Jobcode End Date
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor Associate	08/01/09	12/31/99
Financial Advisor Associate	08/01/09	12/31/99
Financial Advisor	04/01/11	12/31/99
Financial Advisor Associate	01/01/11	03/31/11
Financial Advisor	10/01/10	12/31/10
Financial Advisor Associate	07/01/09	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor Associate	04/01/11	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor Associate	11/01/10	12/31/99
Financial Advisor Associate	07/01/10	12/31/99
Financial Advisor Associate	09/21/09	12/31/99
Financial Advisor Associate	08/01/10	12/31/99
Financial Advisor Associate	09/28/09	12/31/99
Financial Advisor Associate	12/01/10	12/31/99
Financial Advisor Associate	12/28/09	12/31/99
Financial Advisor Associate	12/28/09	12/31/99
Financial Advisor Associate	05/01/11	12/31/99
Financial Adv Assoc Trainee	03/01/11	04/30/11
Financial Advisor Associate	03/22/10	12/31/99
Financial Advisor Associate	06/01/10	12/31/99
Financial Advisor Associate	06/01/10	12/31/99
Financial Advisor Associate	05/28/10	12/31/99
Financial Advisor Associate	06/01/11	12/31/99
Financial Advisor Associate	08/09/10	12/31/99
Financial Advisor Associate	10/18/10	12/31/99
Financial Advisor Associate	11/15/10	12/31/99
Financial Advisor Associate	11/30/10	12/31/99



Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	02/28/11	12/31/99
Financial Advisor Associate	05/09/11	12/31/99
Financial Advisor Associate	06/27/11	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor	04/01/10	05/31/10
Financial Advisor Associate	07/01/09	03/31/10
Financial Advisor	03/01/07	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor	06/01/10	12/31/99
Financial Advisor Associate	01/01/09	05/31/10
Financial Advisor	12/01/08	12/31/08
Financial Advisor Associate	10/01/09	12/31/99
Financial Advisor Associate	01/01/10	02/06/11
Financial Advisor	02/01/11	12/31/99
Financial Advisor Associate	01/01/11	01/31/11
Financial Advisor	08/01/10	12/31/10
Financial Advisor Associate	07/01/09	07/31/10
Financial Advisor	03/01/11	12/31/99
Financial Advisor Associate	01/01/11	02/28/11
Financial Advisor	09/01/10	12/31/10
Financial Advisor Associate	07/01/09	08/31/10
Financial Advisor Associate	07/31/10	12/31/99
Financial Advisor Associate	07/06/09	12/31/99
Financial Advisor	05/01/11	12/31/99
Financial Advisor Associate	01/01/11	04/30/11
Financial Advisor	11/01/10	12/31/10
Financial Advisor Associate	07/01/09	10/31/10
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor	07/01/11	12/31/99
Financial Advisor Associate	07/01/09	06/30/11
Financial Advisor Associate	07/01/09	12/31/99
Financial Adv Assoc Trainee	08/01/11	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
 07-08-2010 to 08-05-2011

Financial Advisor Associate	08/03/09	12/31/99
Financial Advisor Associate	08/01/11	12/31/99
Financial Adv Assoc Trainee	05/30/11	07/31/11
Financial Advisor Associate	09/15/09	12/31/99
Financial Advisor Associate	09/08/09	12/31/99
Financial Advisor Associate	09/17/09	12/31/99
Financial Advisor Associate	10/06/09	12/31/99
Financial Advisor Associate	08/01/10	12/31/99
Financial Advisor Associate	11/23/09	12/31/99
Financial Advisor Associate	11/23/09	12/31/99
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Adv Assoc Trainee	05/02/11	06/30/11
Financial Advisor Associate	08/01/11	12/31/99
Financial Advisor Associate	03/01/11	12/31/99
Financial Advisor Associate	02/23/10	04/03/11
Financial Advisor Associate	02/01/11	12/31/99
Financial Adv Assoc Trainee	12/01/10	01/31/11
Financial Advisor Associate	03/08/10	12/31/99
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	05/24/10	12/31/99
Financial Advisor Associate	05/28/10	12/31/99
Financial Advisor Associate	06/14/10	12/31/99
Financial Advisor Associate	06/28/10	12/31/99
Financial Advisor Associate	06/23/10	12/31/99
Financial Advisor Associate	07/06/10	12/31/99
Financial Advisor Associate	11/01/10	12/31/99
Financial Advisor Associate	07/27/10	12/31/99
Financial Advisor Associate	08/23/10	12/31/99
Financial Advisor Associate	08/30/10	12/31/99
Financial Advisor Associate	08/23/10	12/31/99
Financial Advisor Associate	09/20/10	12/31/99
Financial Advisor Associate	11/03/10	12/31/99
Financial Advisor Associate	02/03/11	12/31/99
Financial Advisor Associate	05/05/11	12/31/99
Financial Advisor Associate	08/01/11	12/31/99
Financial Advisor Associate	10/01/09	12/31/99
Financial Advisor Associate	03/01/11	12/31/99
Financial Adv Assoc Trainee	01/10/11	02/28/11

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	01/01/11	01/09/11
Financial Adv Assoc Trainee	08/01/11	12/31/99
Financial Advisor	03/01/11	12/31/99
Financial Advisor Associate	01/01/11	02/28/11
Financial Advisor	09/01/10	12/31/10
Financial Advisor Associate	07/01/09	08/31/10
Financial Advisor Associate	05/01/10	04/17/11
Financial Advisor Associate	04/12/10	12/31/99
Financial Advisor	01/01/11	12/31/99
Financial Advisor Associate	08/17/09	12/31/10
Financial Advisor	07/29/11	12/31/99
Financial Advisor	04/01/11	12/31/99
Financial Advisor Associate	01/01/11	03/31/11
Financial Advisor	10/01/10	12/31/10
Financial Advisor Associate	07/01/09	09/30/10
Financial Advisor Associate	07/01/09	12/31/99
JPMC-Financial Advisor Associa	03/30/09	06/30/09
Financial Advisor Associate	07/01/09	12/31/99
Financial Advisor	07/01/11	12/31/99
Financial Advisor Associate	07/01/09	06/30/11
Financial Advisor	08/01/11	12/31/99
Financial Advisor Associate	07/09/09	07/31/11
Financial Advisor Associate	08/03/09	12/31/99
Financial Advisor Associate	08/03/09	12/31/99
Financial Adv Assoc Trainee	05/01/11	07/10/11
Financial Advisor Associate	09/01/09	12/31/99
Financial Advisor Associate	09/15/09	12/31/99
Financial Advisor Associate	09/16/09	12/31/99
Financial Advisor Associate	09/30/09	12/31/99
Financial Advisor Associate	09/30/09	12/31/99
Financial Advisor Associate	09/28/09	08/31/10
Financial Advisor Associate	11/03/09	12/31/99
Financial Advisor Associate	11/30/09	12/31/99
Financial Advisor Associate	12/01/09	12/31/99
Financial Advisor Associate	12/14/09	12/31/99
Financial Advisor Associate	12/14/09	12/31/99
Financial Advisor Associate	12/30/09	12/31/99
Financial Advisor Associate	03/01/10	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	03/01/10	12/31/99
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor Associate	08/08/11	12/31/99
Financial Adv Assoc Trainee	06/01/11	08/07/11
Financial Advisor Associate	06/01/11	12/31/99
Financial Advisor Associate	02/26/10	12/31/99
Financial Advisor Associate	03/31/10	12/31/99
Financial Advisor Associate	05/28/10	12/31/99
Financial Advisor Associate	06/04/10	12/31/99
Financial Advisor Associate	06/07/10	12/31/99
Financial Advisor Associate	06/25/10	12/31/99
Financial Advisor Associate	06/30/10	12/31/99
Financial Advisor Associate	06/14/10	12/31/99
Financial Advisor Associate	06/28/10	12/31/99
Financial Advisor Associate	08/30/10	12/31/99
Financial Advisor Associate	08/31/10	12/31/99
Financial Advisor Associate	09/02/10	12/31/99
Financial Advisor Associate	09/07/10	12/31/99
Financial Advisor Associate	09/16/10	12/31/99
Financial Advisor Associate	09/27/10	12/31/99
Financial Advisor Associate	10/11/10	12/31/99
Financial Advisor Associate	10/04/10	12/31/99
Financial Advisor Associate	09/30/10	12/31/99
Financial Advisor Associate	10/18/10	12/31/99
Financial Advisor Associate	12/21/10	12/31/99
Financial Advisor Associate	04/01/11	12/31/99
Financial Adv Assoc Trainee	01/31/11	03/31/11
Financial Advisor Associate	06/13/11	12/31/99
Financial Advisor	04/01/10	12/31/99
Financial Advisor Associate	01/01/09	03/31/10
Financial Advisor	09/02/08	12/31/08
Financial Advisor Associate	09/01/09	12/31/99
Financial Advisor Associate	04/01/10	12/31/99
Financial Advisor Associate	06/28/10	12/31/99
Financial Advisor Associate	06/23/10	12/31/99
Financial Advisor Associate	09/27/10	12/31/99
Financial Advisor Associate	03/31/11	12/31/99
Financial Advisor Associate	07/01/11	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	07/01/09	12/31/99
Financial Advisor	07/01/11	12/31/99
Financial Advisor Associate	07/01/09	06/30/11
Financial Advisor Associate	06/30/09	12/31/99
Financial Advisor Associate	09/04/09	12/31/99
Financial Advisor Associate	08/31/09	12/31/99
Financial Advisor Associate	09/08/09	12/31/99
Financial Advisor Associate	09/16/09	12/31/99
Financial Advisor Associate	10/19/09	12/31/99
Financial Advisor Associate	11/02/09	12/31/99
Financial Advisor Associate	04/01/11	12/31/99
Financial Adv Assoc Trainee	02/01/11	03/31/11
Financial Advisor Associate	11/23/09	12/31/99
Financial Advisor Associate	12/01/09	12/31/99
Financial Advisor Associate	01/04/10	12/31/99
Financial Advisor Associate	12/01/10	12/31/99
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	03/30/10	12/31/99
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	03/31/10	12/31/99
Financial Advisor Associate	05/03/10	07/24/11
Financial Advisor Associate	05/12/10	12/31/99
Financial Advisor Associate	05/28/10	12/31/99
Financial Advisor Associate	06/11/10	06/26/11
Financial Advisor Associate	06/28/10	12/31/99
Financial Advisor Associate	07/31/10	12/31/99
Financial Advisor Associate	09/30/10	12/31/99
Financial Advisor Associate	09/27/10	12/31/99
Financial Advisor Associate	10/05/10	12/31/99
Financial Advisor Associate	10/25/10	12/31/99
Financial Advisor Associate	11/18/10	12/31/99
Financial Advisor Associate	12/01/10	12/31/99
Financial Advisor Associate	12/08/10	12/31/99
Financial Advisor Associate	03/14/11	12/31/99
Financial Advisor Associate	12/27/10	12/31/99
Financial Advisor Associate	03/04/11	12/31/99
Financial Advisor Associate	06/01/11	12/31/99
Financial Adv Assoc Trainee	03/30/11	05/31/11

**Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011**

Financial Advisor Associate	04/06/11	12/31/99
Financial Advisor Associate	06/03/11	12/31/99
Financial Advisor Associate	05/06/11	12/31/99
Financial Advisor Associate	05/23/11	12/31/99
Financial Adv Assoc Trainee	05/31/11	12/31/99
Financial Advisor Associate	06/06/11	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	05/14/07	12/31/99
Financial Advisor Associate	07/01/10	12/31/99
Financial Advisor	01/01/10	12/31/99
Financial Advisor	04/01/11	12/31/99
Financial Advisor	08/01/04	03/31/09
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	01/01/09	06/30/09
Financial Advisor	12/03/07	12/31/08
Financial Advisor	01/01/10	12/31/99
Financial Advisor Associate	12/28/09	12/31/09
Financial Advisor	11/14/05	12/27/09
Financial Advisor Associate	01/01/11	06/30/11
Financial Adv Assoc Trainee	11/01/10	12/31/10
Financial Advisor Associate	12/01/10	12/31/99
Financial Advisor Associate	01/01/11	12/31/99
Financial Adv Assoc Trainee	11/01/10	12/31/10
Financial Advisor Associate	03/01/11	12/31/99
Financial Adv Assoc Trainee	01/01/11	02/28/11
Financial Advisor Associate	11/01/10	12/31/99
Financial Adv Assoc Trainee	09/01/10	10/31/10
Financial Advisor Associate	08/30/10	12/31/99
Financial Advisor Associate	08/01/11	12/31/99
Financial Adv Assoc Trainee	06/01/11	07/31/11
Financial Advisor Associate	07/29/11	12/31/99
Financial Advisor	10/01/10	12/31/99
Financial Advisor Associate	07/01/09	09/30/10
Financial Advisor	10/01/10	12/31/99
Financial Advisor Associate	07/01/09	09/30/10
Financial Advisor Associate	07/01/09	12/31/99
Financial Advisor Associate	08/03/09	12/31/99
Financial Advisor Associate	09/08/09	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	08/31/09	12/31/99
Financial Advisor Associate	07/01/11	12/31/99
Financial Adv Assoc Trainee	05/01/11	06/30/11
Financial Advisor Associate	08/01/11	12/31/99
Financial Advisor Associate	05/01/11	12/31/99
Financial Adv Assoc Trainee	03/01/11	04/30/11
Financial Advisor Associate	12/28/09	12/31/99
Financial Advisor Associate	12/31/09	12/31/99
Financial Advisor Associate	06/01/11	12/31/99
Financial Advisor Associate	03/01/10	12/31/99
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	03/31/10	12/31/99
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	04/30/10	12/31/99
Financial Advisor Associate	05/28/10	12/31/99
Financial Advisor Associate	06/07/10	12/31/99
Financial Advisor Associate	06/07/10	12/31/99
Financial Advisor Associate	06/16/10	12/31/99
Financial Advisor Associate	06/29/10	12/31/99
Financial Advisor Associate	07/26/10	12/31/99
Financial Advisor Associate	08/09/10	12/31/99
Financial Advisor Associate	08/16/10	12/31/99
Financial Advisor Associate	08/09/10	12/31/99
Financial Advisor Associate	08/30/10	12/31/99
Financial Advisor Associate	09/15/10	12/31/99
Financial Advisor Associate	09/30/10	12/31/99
Financial Advisor Associate	11/08/10	12/31/99
Financial Advisor Associate	12/30/10	12/31/99
Financial Advisor Associate	02/14/11	12/31/99
Financial Advisor Associate	02/01/11	12/31/99
Financial Advisor Associate	03/11/11	12/31/99
Financial Advisor Associate	05/09/11	12/31/99
Financial Advisor Associate	05/10/11	12/31/99
Financial Advisor Associate	05/23/11	12/31/99
Financial Advisor Associate	05/20/11	12/31/99
Financial Advisor Associate	06/06/11	12/31/99
Financial Advisor Associate	08/01/11	12/31/99
Financial Adv Assoc Trainee	07/11/11	12/31/99



Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	06/16/11	07/10/11
Financial Advisor Associate	05/17/10	12/31/99
Financial Advisor Associate	11/01/10	12/31/99
Financial Adv Assoc Trainee	09/01/10	10/31/10
Financial Advisor Associate	07/01/09	07/11/10
Financial Advisor	08/01/10	12/31/99
Financial Advisor Associate	07/01/09	07/31/10
Financial Advisor Associate	06/01/10	12/31/99
Financial Advisor Associate	10/01/10	12/31/99
Financial Advisor Associate	12/28/09	12/31/99
Financial Advisor Associate	01/25/10	12/31/99
Financial Advisor Associate	07/01/10	12/31/99
Financial Advisor Associate	02/01/11	12/31/99
Financial Advisor	08/01/11	12/31/99
Financial Advisor Associate	07/01/09	07/31/11
Financial Advisor Associate	08/03/09	12/31/99
Financial Advisor Associate	08/03/09	12/31/99
Financial Advisor Associate	09/08/09	12/31/99
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor Associate	12/30/10	12/31/99
Financial Advisor Associate	10/12/09	12/31/99
Financial Advisor Associate	10/26/09	12/31/99
Financial Advisor Associate	11/23/09	12/31/99
Financial Advisor Associate	03/01/11	12/31/99
Financial Adv Assoc Trainee	01/01/11	02/28/11
Financial Advisor Associate	12/21/09	12/31/99
Financial Advisor Associate	12/28/09	12/31/99
Financial Advisor Associate	12/28/09	12/31/99
Financial Advisor Associate	04/30/10	12/31/99
Financial Advisor Associate	01/29/10	12/31/99
Financial Adv Assoc Trainee	06/27/11	12/31/99
Financial Advisor Associate	02/04/10	12/31/99
Financial Advisor Associate	02/24/10	12/31/99
Financial Advisor Associate	02/22/10	12/31/99
Financial Advisor Associate	02/22/10	12/31/99
Financial Advisor Associate	03/01/10	12/31/99
Financial Advisor Associate	02/26/10	12/31/99
Financial Advisor Associate	03/29/10	12/31/99

**Financial Advisors in CA (job codes RT6146, I01005, I01006, I01007)  
07-08-2010 to 08-05-2011**

Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	03/31/10	12/31/99
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	03/31/10	12/31/99
Financial Advisor Associate	04/14/10	12/31/99
Financial Advisor Associate	06/21/10	12/31/99
Financial Advisor Associate	06/29/10	12/31/99
Financial Advisor Associate	06/30/10	12/31/99
Financial Advisor Associate	06/29/10	12/31/99
Financial Advisor Associate	08/02/10	12/31/99
Financial Advisor Associate	07/30/10	12/31/99
Financial Advisor Associate	07/30/10	12/31/99
Financial Advisor Associate	08/03/10	12/31/99
Financial Advisor Associate	08/19/10	12/31/99
Financial Advisor Associate	08/23/10	12/31/99
Financial Advisor Associate	08/23/10	12/31/99
Financial Advisor Associate	09/13/10	12/31/99
Financial Advisor Associate	09/29/10	12/31/99
Financial Advisor Associate	11/29/10	12/31/99
Financial Advisor Associate	12/17/10	12/31/99
Financial Advisor Associate	12/17/10	12/31/99
Financial Advisor Associate	12/28/10	12/31/99
Financial Advisor Associate	12/31/10	12/31/99
Financial Advisor Associate	05/02/11	12/31/99
Financial Advisor Associate	05/02/11	12/31/99
Financial Advisor Associate	09/01/10	12/31/99
Financial Advisor	04/01/10	04/30/11
Financial Advisor Associate	01/01/09	03/31/10
Financial Advisor	04/09/08	12/31/08
Financial Advisor Associate	09/01/10	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor	02/01/11	12/31/99
Financial Advisor Associate	01/01/11	01/31/11
Financial Advisor	08/01/10	12/31/10

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	07/01/09	07/31/10
Financial Advisor	02/01/11	12/31/99
Financial Advisor Associate	01/01/11	01/31/11
Financial Advisor	08/01/10	12/31/10
Financial Advisor Associate	07/01/09	07/31/10
Financial Advisor Associate	05/24/10	12/31/99
Financial Advisor Associate	10/05/09	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor Associate	06/01/10	12/31/99
Financial Advisor Associate	07/01/09	12/31/99
Financial Advisor Associate	07/01/09	05/31/11
Financial Advisor	07/01/11	12/31/99
Financial Advisor Associate	07/01/09	06/30/11
Financial Advisor	08/01/11	12/31/99
Financial Advisor Associate	06/30/09	07/31/11
Financial Advisor Associate	08/01/10	12/31/99
Financial Advisor Associate	09/01/09	12/31/99
Financial Advisor Associate	09/03/09	12/31/99
Financial Advisor Associate	09/08/09	12/31/99
Financial Advisor Associate	09/15/09	12/31/99
Financial Advisor Associate	09/14/09	12/31/99
Financial Advisor Associate	10/01/10	12/31/99
Financial Adv Assoc Trainee	09/01/10	09/30/10
Financial Advisor Associate	06/01/11	12/31/99
Financial Adv Assoc Trainee	04/04/11	05/31/11
Financial Advisor Associate	11/23/09	12/31/99
Financial Advisor Associate	08/01/11	12/31/99
Financial Advisor Associate	03/16/10	12/31/99
Financial Advisor	11/30/09	03/15/10
Financial Advisor Associate	06/01/11	12/31/99
Financial Adv Assoc Trainee	04/01/11	05/31/11
Financial Advisor Associate	01/01/11	12/31/99
Financial Advisor Associate	12/21/09	12/31/99
Financial Advisor Associate	12/28/09	02/20/11
Financial Advisor Associate	05/01/11	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	02/23/10	12/31/99
Financial Advisor Associate	03/01/10	12/31/99
Financial Advisor Associate	03/01/10	12/31/99
Financial Advisor Associate	03/15/10	12/31/99
Financial Advisor Associate	03/30/10	12/31/99
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	08/01/11	12/31/99
Financial Adv Assoc Trainee	06/01/11	07/31/11
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor Associate	05/28/10	12/31/99
Financial Advisor Associate	05/28/10	12/31/99
Financial Advisor Associate	06/14/10	12/31/99
Financial Advisor Associate	06/28/10	12/31/99
Financial Advisor Associate	07/26/10	12/31/99
Financial Advisor Associate	07/30/10	12/31/99
Financial Advisor Associate	08/30/10	12/31/99
Financial Advisor Associate	11/05/10	12/31/99
Financial Advisor Associate	12/02/10	12/31/99
Financial Advisor Associate	12/10/10	12/31/99
Financial Advisor Associate	12/15/10	12/31/99
Financial Advisor Associate	01/25/11	12/31/99
Financial Advisor Associate	02/22/11	12/31/99
Financial Advisor Associate	03/22/11	12/31/99
Financial Advisor Associate	05/06/11	12/31/99
Financial Advisor Associate	05/03/11	12/31/99
Financial Advisor Associate	08/03/11	12/31/99
Financial Advisor	12/01/05	12/31/99
Financial Advisor Associate	12/28/09	12/31/99
Financial Advisor	11/10/04	09/15/10
Financial Advisor Associate	11/22/10	04/03/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	12/01/10	12/31/99
Financial Adv Assoc Trainee	10/01/10	11/30/10
Financial Advisor Associate	05/17/10	12/31/99
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor Associate	12/28/09	12/31/99
Financial Advisor	09/01/10	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	07/01/09	08/31/10
Financial Advisor Associate	01/01/11	12/31/99
Financial Advisor Associate	05/01/10	12/31/99
Financial Advisor Associate	10/27/09	12/31/99
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	11/30/10	12/31/99
Financial Advisor	05/01/11	12/31/99
Financial Advisor Associate	01/01/11	04/30/11
Financial Advisor	11/01/10	12/31/10
Financial Advisor Associate	07/01/09	10/31/10
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor	08/01/11	12/31/99
Financial Advisor Associate	07/01/09	07/31/11
Financial Advisor Associate	07/06/09	12/31/99
Financial Advisor Associate	06/01/10	12/31/99
Financial Advisor Associate	06/03/11	12/31/99
Financial Advisor Associate	10/21/09	12/31/99
Financial Advisor Associate	11/09/09	12/31/99
Financial Advisor Associate	06/01/11	12/31/99
Financial Adv Assoc Trainee	05/01/11	05/31/11
Financial Advisor Associate	12/02/09	12/31/99
Financial Advisor Associate	12/21/09	12/31/99
Financial Advisor Associate	12/28/09	12/31/99
Financial Advisor Associate	08/01/10	12/31/99
Financial Advisor Associate	03/03/10	12/31/99
Financial Advisor Associate	03/08/10	12/31/99
Financial Advisor Associate	03/25/10	12/31/99
Financial Advisor Associate	03/29/10	08/31/10
Financial Advisor Associate	03/29/10	12/31/99
Financial Advisor Associate	10/01/10	12/31/99
Financial Advisor Associate	05/26/10	12/31/99
Financial Advisor Associate	07/01/11	12/31/99
Financial Advisor Associate	05/28/10	12/31/99
Financial Advisor Associate	06/04/10	12/31/99
Financial Advisor Associate	06/21/10	12/31/99

**Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011**

Financial Advisor Associate	06/16/10	12/31/99
Financial Advisor Associate	07/19/10	12/31/99
Financial Advisor Associate	07/26/10	12/31/99
Financial Advisor Associate	07/30/10	12/31/99
Financial Advisor Associate	08/30/10	12/31/99
Financial Advisor Associate	09/27/10	12/31/99
Financial Advisor Associate	11/29/10	12/31/99
Financial Advisor Associate	11/29/10	06/30/11
Financial Advisor Associate	11/30/10	12/31/99
Financial Advisor Associate	12/29/10	12/31/99
Financial Advisor Associate	01/24/11	12/31/99
Financial Adv Assoc Trainee	08/01/11	12/31/99
Financial Advisor Associate	03/08/11	12/31/99
Financial Advisor Associate	03/04/11	12/31/99
Financial Advisor Associate	04/22/11	12/31/99
Financial Advisor Associate	05/13/11	12/31/99
Financial Advisor Associate	06/30/11	12/31/99
Financial Advisor Associate	07/25/11	12/31/99
Financial Advisor	03/01/11	12/31/99
Financial Advisor Associate	01/01/11	02/28/11
Financial Advisor	09/01/10	12/31/10
Financial Advisor Associate	07/01/09	08/31/10
Financial Advisor Associate	06/01/11	12/31/99
Financial Advisor Associate	06/01/10	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	05/04/09	11/30/10
Financial Advisor Associate	07/01/09	12/31/99
Financial Advisor	07/01/11	12/31/99
Financial Advisor Associate	07/01/09	06/30/11
Financial Advisor Associate	12/29/09	12/31/99
Financial Advisor Associate	04/01/10	12/31/99
Financial Advisor Associate	02/01/11	12/31/99
Financial Advisor Associate	07/01/10	12/31/99
Financial Advisor Associate	08/03/09	12/31/99
Financial Advisor Associate	08/31/09	12/31/99
Financial Advisor Associate	11/01/10	12/31/99

**Financial Advisors in CA (job codes RT6146, I01005, I01006, I01007)  
07-08-2010 to 08-05-2011**

Financial Adv Assoc Trainee	10/01/10	10/31/10
Financial Advisor Associate	06/01/11	12/31/99
Financial Adv Assoc Trainee	04/01/11	05/31/11
Financial Adv Assoc Trainee	08/01/11	12/31/99
Financial Adv Assoc Trainee	04/04/11	12/31/99
Financial Advisor Associate	02/26/10	12/31/99
Financial Advisor Associate	03/31/10	12/31/99
Financial Advisor Associate	03/30/10	12/31/99
Financial Advisor Associate	05/28/10	12/31/99
Financial Advisor Associate	06/28/10	12/31/99
Financial Advisor Associate	06/28/10	12/31/99
Financial Advisor Associate	09/07/10	12/31/99
Financial Advisor Associate	01/20/11	12/31/99
Financial Advisor Associate	02/16/11	12/31/99
Financial Advisor Associate	07/26/11	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	03/01/11	12/31/99
Financial Adv Assoc Trainee	01/01/11	02/28/11
Financial Advisor	07/01/09	12/31/99
Independent Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Senior Financial Advisor	02/01/11	12/31/99
Financial Advisor	07/01/09	01/31/11
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Financial Advisor Associate	02/22/10	12/31/99
Financial Advisor Associate	11/01/10	12/31/99
Financial Adv Assoc Trainee	09/01/10	10/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Financial Advisor	04/01/10	12/31/99
Financial Adv Assoc Trainee	07/01/09	12/31/99
Financial Advisor	07/01/09	03/31/10



Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	04/01/10	12/31/99
Financial Advisor Associate	07/01/09	03/31/10
Financial Advisor Associate	03/01/11	12/31/99
Financial Adv Assoc Trainee	01/01/11	02/28/11
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	09/01/10	12/31/99
Financial Advisor	07/01/09	08/31/10
Financial Adv Assoc Trainee	07/11/11	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/10	12/31/99
Financial Advisor Associate	07/01/09	06/30/10
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	09/01/10	12/31/99
Financial Advisor	07/01/09	08/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor	08/01/11	12/31/99
Financial Advisor Associate	07/01/09	07/31/11
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	09/01/10	12/31/99
Financial Advisor	07/01/09	08/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	07/01/09	03/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	10/01/10	12/31/99
Financial Advisor	10/01/10	12/31/99
Financial Advisor Associate	08/01/09	03/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	10/01/10	12/31/99
Financial Adv Assoc Trainee	08/01/10	09/30/10
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	09/01/10	12/31/99
Financial Advisor	07/01/09	08/31/10
Financial Advisor Associate	05/01/11	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Adv Assoc Trainee	03/07/11	04/30/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	09/30/09	12/31/99
Financial Advisor	08/01/11	12/31/99
Financial Advisor Associate	07/01/09	07/31/11
Senior Financial Advisor	02/01/11	07/31/11
Financial Advisor	07/01/09	01/31/11
Financial Advisor	03/01/11	12/31/99
Financial Advisor Associate	01/01/11	02/28/11
Financial Advisor	09/01/10	12/31/10
Financial Advisor Associate	07/01/09	08/31/10
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	05/01/11	12/31/99
Financial Adv Assoc Trainee	03/01/11	04/30/11
Financial Advisor Associate	01/01/11	12/31/99
Financial Advisor Associate	07/01/09	05/30/10
Financial Advisor	03/01/10	10/31/10
Financial Advisor Associate	07/01/09	02/28/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Adv Assoc Trainee	07/01/09	12/31/99
Financial Advisor	08/01/11	12/31/99
Financial Advisor	07/01/09	06/30/11
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor Associate	04/01/11	12/31/99
Financial Adv Assoc Trainee	01/01/11	03/31/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	05/01/11	12/31/99
Financial Advisor Associate	01/01/11	04/30/11
Financial Advisor	11/01/10	12/31/10
Financial Advisor Associate	07/01/09	10/31/10
Financial Advisor	07/01/09	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Financial Advisor	07/16/10	02/28/11
Financial Advisor Associate	07/01/09	07/15/10
Financial Advisor	02/01/11	12/31/99
Financial Advisor Associate	01/01/11	07/31/11
Financial Advisor	08/01/10	12/31/10
Financial Advisor Associate	07/01/09	07/31/10
Financial Advisor Associate	06/01/10	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Financial Advisor Associate	09/01/09	01/09/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	03/31/10	12/31/99
Financial Advisor Associate	08/01/09	12/31/99
Financial Advisor Associate	05/01/11	12/31/99
Financial Adv Assoc Trainee	03/01/11	04/30/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	02/28/11
Financial Advisor Associate	02/01/10	12/31/99
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	08/05/09	03/31/10
Financial Advisor	07/01/09	08/04/09
Senior Financial Advisor	02/01/11	12/31/99
Financial Advisor	07/01/09	01/31/11
Senior Financial Advisor	02/01/11	12/31/99
Financial Advisor	07/01/09	01/31/11

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	11/01/09	12/31/99
Financial Advisor Associate	09/01/10	12/31/99
Financial Adv Assoc Trainee	07/12/10	08/31/10
Financial Advisor Associate	06/01/11	12/31/99
Financial Adv Assoc Trainee	04/01/11	05/31/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Financial Advisor Associate	08/01/11	12/31/99
Financial Adv Assoc Trainee	05/01/11	07/31/11
Financial Advisor Associate	12/01/10	12/31/99
Financial Advisor	07/01/09	12/31/99
JPMC-Financial Advisor	05/01/09	06/30/09
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/11	12/31/99
Financial Advisor Associate	07/01/09	06/30/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	05/01/11	12/31/99
Financial Advisor Associate	01/01/11	04/30/11
Financial Advisor	11/01/10	12/31/10
Financial Advisor Associate	07/01/09	10/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	09/01/10	12/31/99
Financial Adv Assoc Trainee	07/12/10	08/31/10
Financial Advisor Associate	05/01/11	12/31/99
Financial Adv Assoc Trainee	03/21/11	04/30/11
Financial Advisor Associate	03/01/11	03/20/11
Financial Advisor Associate	03/01/10	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	09/01/10	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01007)  
07-08-2010 to 08-05-2011

Financial Adv Assoc Trainee	07/12/10	08/31/10
Financial Advisor Associate	03/01/11	12/31/99
Financial Adv Assoc Trainee	01/10/11	02/28/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	04/01/11	12/31/99
Financial Adv Assoc Trainee	02/01/11	03/31/11
Financial Advisor Associate	03/01/11	12/31/99
Financial Adv Assoc Trainee	01/01/11	02/28/11
Financial Adv Assoc Trainee	12/01/10	04/17/11
Financial Advisor Associate	12/01/10	12/31/99
Financial Adv Assoc Trainee	10/01/10	11/30/10
Financial Advisor Associate	08/01/11	12/31/99
Financial Adv Assoc Trainee	06/01/11	07/31/11
Financial Advisor Associate	01/01/11	12/31/99
Senior Financial Advisor	09/01/10	12/31/99
Financial Advisor	07/01/09	08/31/10
Financial Advisor	05/01/11	12/31/99
Financial Advisor Associate	01/01/11	04/30/11
Financial Advisor	11/01/10	12/31/10
Financial Advisor Associate	07/01/09	10/31/10
Financial Advisor Associate	01/01/10	12/31/99
Financial Advisor Associate	12/01/10	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	03/16/11	12/31/99
Financial Advisor Associate	07/01/09	03/15/11
Financial Advisor Associate	06/01/11	12/31/99
Financial Adv Assoc Trainee	04/01/11	05/31/11
Financial Advisor	06/01/10	12/31/99
Financial Advisor Associate	07/01/09	05/31/10
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	01/01/11	05/01/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor	05/01/10	12/31/99
Financial Advisor Associate	07/01/09	12/31/09
Financial Advisor	04/01/10	12/31/99
Financial Advisor Associate	07/01/09	03/31/10

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	03/01/10	12/31/99
Senior Financial Advisor	09/01/10	12/31/99
Financial Advisor	07/01/09	08/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	03/01/10	12/31/99
Financial Advisor Associate	08/01/09	07/10/11
Financial Advisor	05/01/10	12/31/99
Financial Advisor Associate	07/01/09	04/30/10
Financial Advisor Associate	12/01/10	05/15/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	04/01/10	12/31/99
Financial Advisor Associate	07/01/09	03/31/10
Financial Advisor Associate	10/01/09	12/31/99
Financial Advisor Associate	06/01/10	12/31/99
Financial Advisor Associate	07/01/10	10/03/10
Financial Advisor Associate	03/01/11	12/31/99
Financial Adv Assoc Trainee	01/01/11	02/28/11
Financial Advisor	03/01/11	07/10/11
Financial Advisor Associate	01/01/11	02/28/11
Financial Advisor	09/01/10	12/31/10
Financial Advisor Associate	07/01/09	08/31/10
Financial Advisor Associate	02/01/11	12/31/99
Financial Adv Assoc Trainee	12/01/10	01/31/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	03/01/10	12/31/99
Financial Advisor Associate	07/01/09	02/28/10
Financial Advisor	05/01/11	12/31/99
Financial Advisor Associate	01/01/11	04/30/11
Financial Advisor	11/01/10	12/31/10
Financial Advisor Associate	07/01/09	10/31/10
Financial Advisor Associate	01/01/10	12/31/99
Financial Advisor	07/18/11	12/31/99
Financial Advisor Associate	07/01/09	07/17/11
Senior Financial Advisor	02/01/11	12/31/99
Financial Advisor	11/01/09	01/31/11
Financial Advisor Associate	07/01/09	10/31/09
Financial Advisor Associate	12/01/10	12/31/99

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Adv Assoc Trainee	10/01/10	11/30/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	12/01/10	12/31/99
Financial Advisor Associate	07/01/09	11/30/10
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor	02/01/11	12/31/99
Financial Advisor Associate	01/01/11	01/31/11
Financial Advisor	08/01/10	12/31/10
Financial Advisor Associate	07/01/09	07/31/10
Financial Advisor	06/01/10	12/31/99
Financial Advisor Associate	07/01/09	05/31/10
Financial Advisor	02/01/11	12/31/99
Financial Advisor Associate	01/01/11	01/31/11
Financial Advisor	08/01/10	12/31/10
Financial Advisor Associate	07/01/09	07/31/10
Financial Advisor Associate	05/01/11	12/31/99
Financial Adv Assoc Trainee	02/07/11	04/30/11
Financial Advisor Associate	10/01/10	12/31/99
Financial Adv Assoc Trainee	09/06/10	09/30/10
Financial Advisor Associate	09/01/09	12/31/99
Financial Adv Assoc Trainee	01/01/11	03/06/11
Financial Advisor Associate	01/01/11	12/31/99
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor Associate	08/01/09	12/31/99
Financial Advisor Associate	08/01/11	12/31/99
Financial Adv Assoc Trainee	06/01/11	07/31/11
Financial Advisor Associate	11/01/10	12/31/99
Financial Advisor Associate	01/01/11	12/31/99
Financial Adv Assoc Trainee	11/01/10	12/31/10
Financial Advisor Associate	09/01/09	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor Associate	08/01/09	12/31/99
Financial Advisor Associate	08/01/11	12/31/99
Financial Adv Assoc Trainee	06/01/11	07/31/11
Financial Advisor Associate	11/01/10	12/31/99
Financial Advisor Associate	01/01/11	12/31/99
Financial Adv Assoc Trainee	11/01/10	12/31/10
Financial Advisor Associate	09/01/09	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor Associate	08/01/09	12/31/99
Financial Adv Assoc Trainee	07/01/11	12/31/99



Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor Associate	01/01/10	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor Associate	09/01/09	12/31/99
Financial Advisor Associate	09/01/10	12/31/99
Financial Advisor Associate	08/01/11	12/31/99
Financial Adv Assoc Trainee	06/01/11	07/31/11
Financial Advisor Associate	03/01/11	12/31/99
Financial Adv Assoc Trainee	12/01/10	02/28/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Adv Assoc Trainee	07/01/11	12/31/99
Financial Advisor Associate	08/01/10	12/31/99
Financial Advisor Associate	09/09/09	03/20/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	06/01/11	12/31/99
Financial Advisor Associate	01/01/11	05/31/11
Financial Advisor	12/01/10	12/31/10
Financial Advisor Associate	07/01/09	11/30/10
Financial Advisor Associate	01/01/10	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	07/01/11	12/31/99
Financial Adv Assoc Trainee	04/18/11	06/30/11
Financial Advisor	02/01/11	12/31/99
Financial Advisor Associate	01/01/11	01/31/11
Financial Advisor	08/01/10	12/31/10
Financial Advisor Associate	07/01/09	07/31/10
Financial Advisor Associate	04/01/10	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor	06/01/10	12/31/99
Financial Advisor Associate	07/01/09	05/31/10
Financial Advisor	05/01/10	12/31/99
Financial Advisor Associate	07/01/09	04/30/10
Financial Advisor	05/01/11	12/31/99
Financial Advisor Associate	01/01/11	04/30/11

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor	11/01/10	12/31/10
Financial Advisor Associate	07/01/09	10/31/10
Financial Advisor Associate	03/01/10	12/31/99
Financial Advisor	07/01/09	08/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	09/01/10	12/31/99
Financial Advisor	03/01/11	12/31/99
Financial Advisor Associate	01/01/11	02/28/11
Financial Advisor	09/01/10	12/31/10
Financial Advisor Associate	07/01/09	08/31/10
Financial Advisor Associate	09/16/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	09/13/10	12/31/99
Financial Advisor	03/16/10	12/31/99
Financial Advisor Associate	07/01/09	03/15/10
Financial Advisor	04/01/10	12/31/99
Financial Advisor Associate	07/01/09	03/31/10
Financial Advisor Associate	03/01/10	12/31/99
Financial Advisor Associate	03/01/10	12/31/99
Financial Adv Assoc Trainee	06/01/11	07/10/11
Financial Advisor	01/01/10	12/31/99
Financial Advisor Associate	07/01/09	12/31/09
Financial Advisor	04/01/10	09/30/10
Financial Advisor Associate	07/01/09	03/31/10
Financial Advisor	01/01/10	12/31/99
Financial Advisor Associate	07/01/09	12/31/09
Financial Advisor	04/01/10	12/31/99
Financial Advisor Associate	07/01/09	12/31/99
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	07/01/09	12/31/99
Financial Advisor	03/01/11	12/31/99
Financial Advisor Associate	01/01/11	02/28/11
Financial Advisor	09/01/10	12/31/10
Financial Advisor Associate	07/01/09	08/31/10
Financial Advisor Associate	11/01/09	12/31/99
Financial Advisor Associate	10/01/10	12/31/99
Independent Financial Advisor	08/01/09	12/31/99
Financial Advisor	07/01/09	07/31/09

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	07/01/09	12/31/99
Financial Advisor	04/01/10	12/31/99
Financial Advisor Associate	07/01/09	03/31/10
Financial Advisor Associate	11/01/09	12/31/99
Financial Advisor	04/01/10	12/31/99
Financial Advisor Associate	07/01/09	03/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	12/01/09	12/31/99
Financial Advisor Associate	07/01/10	12/31/99
Financial Advisor Associate	01/01/11	12/31/99
Financial Advisor	11/01/10	12/31/10
Financial Advisor Associate	07/01/09	10/31/10
Financial Advisor Associate	06/01/10	12/31/99
Financial Advisor Associate	06/01/10	12/31/99
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Financial Advisor	07/01/09	12/31/99
Independent Financial Advisor	04/01/10	07/31/11
Financial Advisor	07/01/09	03/31/10
Senior Financial Advisor	04/01/10	12/31/99
Financial Advisor	07/01/09	03/31/10
Financial Advisor	07/01/09	12/31/99
Independent Financial Advisor	03/01/11	12/31/99
Senior Financial Advisor	04/01/10	02/28/11
Financial Advisor	07/01/09	03/31/10
Senior Financial Advisor	09/01/10	12/31/99
Financial Advisor	07/01/09	08/31/10
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	11/16/09	12/31/99
Financial Advisor Associate	10/01/10	03/06/11
Financial Advisor	07/01/09	12/31/99
Financial Advisor Associate	04/01/11	12/31/99
Financial Adv Assoc Trainee	02/01/11	03/31/11
Financial Advisor	02/01/11	12/31/99
Financial Advisor Associate	01/01/11	01/31/11
Financial Advisor	08/01/10	12/31/10
Financial Advisor Associate	07/01/09	07/31/10

Financial Advisors in CA (job codes RT6146, I01005, I01006, I01106, I01007)  
07-08-2010 to 08-05-2011

	Senior Financial Advisor	04/01/10	12/31/99
	Financial Advisor	07/01/09	03/31/10
	Senior Financial Advisor	04/01/10	12/31/99
	Financial Advisor	07/01/09	03/31/10
	Senior Financial Advisor	04/01/10	12/31/99
	Financial Advisor	07/01/09	03/31/10
	Senior Financial Advisor	09/01/10	12/31/99
	Financial Advisor	07/01/09	08/31/10
	Senior Financial Advisor	02/01/11	12/31/99
	Financial Advisor	07/01/09	01/31/11
	Financial Advisor Associate	12/01/10	12/31/99
	Financial Adv Assoc Trainee	10/01/10	11/30/10
	Senior Financial Advisor	04/01/10	12/31/99
	Financial Advisor	07/01/09	03/31/10
	Senior Financial Advisor	04/01/10	12/31/99
	Financial Advisor	07/01/09	03/31/10
	Financial Advisor	07/01/09	12/31/99
	Financial Advisor	07/01/09	12/31/99
	Financial Advisor Associate	01/01/10	12/31/99
	Financial Advisor Associate	01/01/11	12/31/99
	Financial Advisor	12/01/09	12/31/10
	Financial Advisor	08/01/10	12/31/99
	Financial Advisor Associate	07/01/09	07/31/10
	Financial Advisor	07/01/09	12/31/99

# **EXHIBIT “2”**

age of 18. This field should include, for example, nicknames, aliases, and names used before or after marriage.

<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>	<b>Suffix</b>
JOSEPH		BRANCE	
J.		BRANCE	

#### 11. RESIDENTIAL HISTORY

Starting with the current address, give all addresses for the past 5 years. Report changes as they occur.

From	To	Street	City	State	Country	Postal Code
05/2008	PRESENT	23946 DOHENY CIRCLE	WILDOMAR	CA	USA	92595
09/2000	05/2008	3661 STEWART AVENUE	LOS ANGELES	CA	USA	90066

#### 12. EMPLOYMENT HISTORY

Provide complete employment history for the past 10 years. Include the firm(s) noted in Section 1 (GENERAL INFORMATION) and Section 6 (REGISTRATION REQUESTS WITH AFFILIATED FIRMS). Include all firm(s) from Section 3 (REGISTRATION WITH UNAFFILIATED FIRMS). Account for all time including full and part-time employments, self-employment, military service, and homemaking. Also include statuses such as unemployed, full-time education, extended travel, or other similar statuses. Report changes as they occur.

From	To	Name of Firm or Company	Investment-Related business?	City	State	Country	Position
06/2010	PRESENT	CHASE INVESTMENT SERVICES CORP.	<input checked="" type="radio"/> Yes <input type="radio"/> No	PACIFIC PALISADES	CA	USA	FINANCIAL ADVISOR
02/2010	06/2010	UNEMPLOYED	<input type="radio"/> Yes <input checked="" type="radio"/> No	WILDOMAR	CA	USA	NONE
10/2009	02/2010	SIGNATOR INVESTORS, INC.	<input checked="" type="radio"/> Yes <input type="radio"/> No	ANAHEIM	CA	USA	FINANCIAL ADVISOR
08/2008	10/2009	UNEMPLOYED	<input type="radio"/> Yes <input checked="" type="radio"/> No	WILDOMAR	CA	USA	NONE
04/2007	08/2008	MORGAN STANLEY & CO., INC.	<input checked="" type="radio"/> Yes <input type="radio"/> No	BEVERLY HILLS	CA	USA	FINANCIAL ADVISOR
03/2006	04/2007	MORGAN STANLEY DW, INC.	<input checked="" type="radio"/> Yes <input type="radio"/> No	BEVERLY HILLS	CA	USA	FINANCIAL ADVISOR
10/2001	02/2006	M.L. STERN & CO., LLC	<input checked="" type="radio"/> Yes <input type="radio"/> No	BEVERLY HILLS	CA	USA	ACCOUNT EXECUTIVE

I further stipulate and agree that any civil action or administrative proceeding instituted by the SEC, CFTC or a *jurisdiction* may be commenced by the service of process as described herein, and that service of an administrative subpoena shall be effected by such service, and that service as aforesaid shall be taken and held in all courts and administrative tribunals to be valid and binding as if personal service thereof had been made.

8. I authorize all my employers and any other person to furnish to any *jurisdiction*, *SRO*, *designated entity*, employer, prospective employer, or any agent acting on its behalf, any information they have, including without limitation my creditworthiness, character, ability, business activities, educational background, general reputation, history of my employment and, in the case of former employers, complete reasons for my termination. Moreover, I release each employer, former employer and each other person from any and all liability, of whatever nature, by reason of furnishing any of the above information, including that information reported on the Uniform Termination Notice for Securities Industry Registration (Form U5). I recognize that I may be the subject of an investigative consumer report and waive any requirement of notification with respect to any investigative consumer report ordered by any *jurisdiction*, *SRO*, *designated entity*, employer, or prospective employer. I understand that I have the right to request complete and accurate disclosure by the *jurisdiction*, *SRO*, *designated entity*, employer or prospective employer of the nature and scope of the requested investigative consumer report.
9. I understand and certify that the representations in this form apply to all employers with whom I seek registration as indicated in Section 1 (GENERAL INFORMATION) or Section 6 (REGISTRATION REQUESTS WITH AFFILIATED FIRMS) of this form. I agree to update this form by causing an amendment to be filed on a timely basis whenever changes occur to answers previously reported. Further, I represent that, to the extent any information previously submitted is not amended, the information provided in this form is currently accurate and complete.
10. I authorize any employer or prospective employer to file electronically on my behalf any information required in this form or any amendment thereto; I certify that I have reviewed and approved the information to be submitted to any *jurisdiction* or *SRO* on this Form U4 Application; I agree that I will review and approve all disclosure information that will be filed electronically on my behalf; I further agree to waive any objection to the admissibility of the electronically filed records in any criminal, civil, or administrative proceeding.

*Applicant* or *applicant's* agent has typed *applicant's* name under this section to attest to the completeness and accuracy of this record. The *applicant* recognizes that this typed name constitutes, in every way, use or aspect, his or her legally binding signature.

Date (MM/DD/YYYY)  
07/07/2010

Signature of *Applicant*  
JOSEPH EDWARD BAUMANN

Signature

*Joseph E. Baumann*  
4-7-2010

#### 15B. FIRM / APPROPRIATE SIGNATORY REPRESENTATIONS

To the best of my knowledge and belief, the *applicant* is currently bonded where required, and, at the time of approval, will be familiar with the statutes, constitution(s), rules and by-laws of the agency, *jurisdiction* or *SRO* with which this application is being filed, and the rules governing registered persons, and will be fully qualified for the position for which application is being made herein. I agree that, notwithstanding the approval of such agency, *jurisdiction* or *SRO* which hereby is requested, I will not employ the *applicant* in the capacity stated herein without first receiving the approval of any authority that may be required by law.

This *firm* has communicated with all of the *applicant's* previous employers for the past three years and has documentation on file with the names of the persons contacted and the date of contact. In addition, I have taken appropriate steps to verify the accuracy and completeness of the information contained in and with this application.



# **EXHIBIT “C”**

1 MORGAN, LEWIS & BOCKIUS LLP  
2 CARRIE A. GONELL, SBN 257163  
3 cgonell@morganlewis.com  
4 5 Park Plaza, Suite 1750  
5 Irvine, CA 92614  
6 Tel: 949.399.7000  
7 Fax: 949.399.7001

8 Attorneys for Defendants  
9 CHASE INVESTMENT SERVICES  
10 CORP., JPMORGAN CHASE BANK,  
11 N.A., and JPMORGAN CHASE & CO.  
12

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15

16 JOSEPH BAUMANN, individually,  
17 and on behalf of other members of  
18 the general public similarly situated,  
19 Plaintiff,

20 vs.

21 CHASE INVESTMENT SERVICES  
22 CORP., a Delaware corporation;  
23 JPMORGAN CHASE BANK, a  
24 New York corporation; JP  
25 MORGAN CHASE & CO., a  
26 Delaware corporation; and DOES 1  
27 through 10, inclusive,  
28

Defendants.

Case No.

**DECLARATION OF CARRIE A.  
GONELL IN SUPPORT OF  
DEFENDANTS' NOTICE OF  
REMOVAL**

1 I, Carrie A. Gonell, declare as follows:

2 1. I am a partner with the law firm of Morgan, Lewis & Bockius LLP  
3 ("Morgan Lewis"), counsel of record for Defendants CHASE INVESTMENT  
4 SERVICES CORP., JPMORGAN CHASE BANK, N.A., and JPMORGAN  
5 CHASE & CO. ("Defendants" or "Chase"). I am licensed to practice law in the  
6 State of California and am admitted to practice before this Court. I have personal  
7 knowledge of the facts set forth in this Declaration and I could and would testify  
8 competently thereto if called upon to do so. I submit this Declaration in support of  
9 Defendant's Notice of Removal.

10 2. Using the data contained in the report attached as Exhibit 1 to Trese C.  
11 Cintron's Declaration In Support of Removal, and using Microsoft Excel,  
12 employees of my law firm have calculated that the total number of twice-monthly  
13 pay periods worked by Chase Financial Advisors from July 8, 2010 to August 5,  
14 2011 was 14,527 pay periods.

15 I declare under penalty of perjury under the laws of the United States and the  
16 State of California that the foregoing is true and correct. Executed this 12th day of  
17 August, 2011 at Irvine, California.

18  
19 CAG

20 Carrie A. Gonell  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT “D”**

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**

**CHARTER NO. 8**

**ARTICLES OF ASSOCIATION**

(As Amended June 30, 2008)

For the purpose of organizing an Association to perform any lawful activities of national banks, the undersigned do enter into the following Articles of Association:

**FIRST.** The title of this Association shall be JPMorgan Chase Bank, National Association (the "Association").

**SECOND.** The main office of the Association shall be in the City of Columbus, County of Delaware, State of Ohio. The general business of the Association shall be conducted at its main office and its branches.

**THIRD.** The board of directors of this Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof.

**FOURTH.** There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place and on such date as the board of directors may designate.

**FIFTH.** The authorized amount of capital stock of this Association shall be \$1,815,000,000, divided into 150,000,000 shares of common stock of the par value of \$12 each and 15,000,000 shares of preferred stock of the par value of \$1 each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

In the event of any such increase in the capital stock of this Association by the sale of additional shares or the distribution of additional shares as a stock dividend, each shareholder of this Association (unless otherwise provided by the shareholders' vote or votes authorizing the increase) shall be entitled, in proportion to the number of shares of said capital stock owned by him before such increase, to proportionate rights in respect of such additional shares as follows: (1) to the extent that such shareholder's proportionate right in respect of such additional shares shall embrace one or more whole shares of such additional shares, to receive (a) in the case of a sale, a transferable warrant entitling the holder to subscribe, within the specified subscription period, for such one or more whole shares of such additional shares or (b) in the case of a stock dividend, a certificate evidencing such one or more whole shares of such additional shares; and

(2) to the extent that such shareholder's proportionate right in respect of such additional shares shall embrace a fraction of a share, to receive (a) in the case of a sale, a fractional subscription warrant, conditioned that it shall be void unless, within the specified subscription period, it is combined with other such fractional subscription warrants in the aggregate entitling the holder thereof to subscribe for a whole share or whole shares of such additional shares and such subscription is completed by such holder of such combined fractional warrants or (b) in the case of a stock dividend, a fractional warrant which shall not represent or entitle the holder thereof to any of the privileges of a shareholder of this Association but may be combined with other such fractional warrants in the aggregate entitling the holder thereof to exchange them for a whole share or whole shares of such additional shares and conditioned that the holder exchanging such combined fractional warrants for such whole share or whole shares of such additional shares shall receive any dividends applicable to such whole share or whole shares declared after the date of such fractional warrants and payable in respect of such whole share or whole shares at the time of such exchange.

In the event of an increase in the capital stock of this Association in pursuance of a statutory consolidation to which this Association may be a party, the additional shares shall be issued in such a manner as the contract or plan of consolidation may provide, pursuant to and in contemplation of the statute under which said consolidation is effected.

In the event of an increase in the capital stock of this Association in pursuance of a plan or contract (other than in the case of a statutory consolidation) for the acquisition by this Association of the assets, in whole or in part, and the good will of another banking institution or banker, the additional shares shall be subscribed for by or issued to any persons, firms, trustees or corporations, whether or not shareholders of this Association, as, in its discretion in the execution of such plan or contract, the Board of Directors may approve.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.

SIXTH. The Board of Directors shall appoint one of its members President of this Association, who shall be Chairman of the Board; but the Board of Directors may appoint a director, in lieu of the President, to be Chairman of the Board, who shall perform such duties as may be designated by the Board of Directors. The Board of Directors shall have the power to appoint one or more Vice Presidents; to appoint a Cashier and such other officers as may be required to transact the business of this Association; to fix the salaries to be paid to all officers of this Association; and to dismiss such officers, or any of them; but the Board of Directors may delegate the authority to exercise such powers of appointment, salary determination and dismissal.

The Board of Directors shall have the power to define the duties of officers and employees of this Association, to require bonds from them, and to fix the penalty thereof; to regulate the manner in which directors shall be elected or appointed, and to appoint judges of election; in the event of an increase of the capital stock of this Association to regulate the manner in which such increase shall be made; to make all by-laws that it may be lawful for them to make for the general regulation of the business of this Association and the management of its affairs; and generally to do and perform all acts that it may be lawful for a Board of Directors to do and perform.

SEVENTH. The board of directors shall have the power to change the location of the main office to any other location permitted under applicable law, without the approval of the shareholders, and shall have the power to establish or change the location of any branch or branches of the Association to any other location permitted under applicable law, without the approval of the shareholders subject to such limitations as from time to time may be provided by law.

EIGHTH. The corporate existence of this Association shall continue until termination according to the laws of the United States.

NINTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount.

In witness whereof, we have hereunto set our hands as of June 30, 2008.

By /s/ James Dimon  
James Dimon

By /s/ Frank J. Bisignano  
Frank J. Bisignano

By /s/ Steven D. Black  
Steven D. Black

By /s/ Michael J. Cavanagh  
Michael J. Cavanagh

By /s/ Charles W. Scharf  
Charles W. Scharf

By /s/ James E. Staley  
James E. Staley



# **EXHIBIT “E”**

# J P MORGAN CHASE & CO (JPM)

270 PARK AVE  
38TH FL  
NEW YORK, NY 10017  
212.270.6000

## 10-K

FORM 10-K  
Filed on 02/28/2011 - Period: 12/31/2010  
File Number 001-05805



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Table of Contents**Part I****ITEM 1: BUSINESS****Overview**

JPMorgan Chase & Co. ("JPMorgan Chase" or the "Firm") is a financial holding company incorporated under Delaware law in 1968. JPMorgan Chase is one of the largest banking institutions in the United States of America ("U.S."), with \$2.1 trillion in assets, \$176.1 billion in stockholders' equity and operations in more than 60 countries.

JPMorgan Chase's principal bank subsidiaries are JPMorgan Chase Bank, National Association ("JPMorgan Chase Bank, N.A."), a national bank with U.S. branches in 23 states, and Chase Bank USA, National Association ("Chase Bank USA, N.A."), a national bank that is the Firm's credit card-issuing bank. JPMorgan Chase's principal nonbank subsidiary is J.P. Morgan Securities LLC ("JPMorgan Securities"), the Firm's U.S. investment banking firm. The bank and nonbank subsidiaries of JPMorgan Chase operate nationally as well as through overseas branches and subsidiaries, representative offices and subsidiary foreign banks.

The Firm's website is [www.jpmorganchase.com](http://www.jpmorganchase.com). JPMorgan Chase makes available free of charge, through its website, annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as soon as reasonably practicable after it electronically files such material with, or furnishes such material to, the U.S. Securities and Exchange Commission (the "SEC"). The Firm has adopted, and posted on its website, a Code of Ethics for its Chairman and Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer and other senior financial officers.

**Business segments**

JPMorgan Chase's activities are organized, for management reporting purposes, into six business segments, as well as Corporate/Private Equity. The Firm's wholesale businesses comprise the Investment Bank, Commercial Banking, Treasury & Securities Services and Asset Management segments. The Firm's consumer businesses comprise the Retail Financial Services and Card Services segments.

A description of the Firm's business segments and the products and services they provide to their respective client bases is provided in the "Business segment results" section of Management's discussion and analysis of financial condition and results of operations ("MD&A"), beginning on page 67 and in Note 34 on pages 290-291.

**Competition**

JPMorgan Chase and its subsidiaries and affiliates operate in a highly competitive environment. Competitors include other banks, brokerage firms, investment banking companies, merchant banks, hedge funds, commodity trading companies, private equity firms, insurance companies, mutual fund companies, credit card companies, mortgage banking companies, trust companies, securities processing companies, automobile financing companies, leasing companies, e-commerce and other Internet-based companies, and a variety of other financial services and advisory companies. JPMorgan Chase's businesses generally compete on the basis of the quality and range of their products and services, transaction execution, innovation and price. Competition also varies based on the types of clients, customers, industries and geographies served. With respect to some of its geographies and products, JPMorgan Chase competes globally; with respect to others, the Firm competes on a regional basis. The Firm's ability to compete also depends on its ability to attract and retain its professional and other personnel, and on its reputation.

The financial services industry has experienced consolidation and convergence in recent years, as financial institutions involved in a broad range of financial products and services have merged and, in some cases, failed. This convergence trend is expected to continue. Consolidation could result in competitors of JPMorgan Chase gaining greater capital and other resources, such as a broader range of products and services and geographic diversity. It is likely that competition will become even more intense as the Firm's businesses continue to compete with other financial institutions that are or may become larger or better capitalized, or that may have a stronger local presence in certain geographies.

**Supervision and regulation**

The Firm is subject to regulation under state and federal laws in the United States, as well as the applicable laws of each of the various jurisdictions outside the United States in which the Firm does business.

**Recent events affecting the Firm:** On July 21, 2010, President Obama signed into law the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") which will make significant structural reforms to the financial services industry. These changes include the following:

# **EXHIBIT “F”**

**CYBERDRIVEILLINOIS**



**JESSE WHITE**  
**SECRETARY OF STATE**

[SERVICES](#) [PROGRAMS](#) [PRESS](#) [PUBLICATIONS](#) [DEPARTMENTS](#) [CONTACT](#)

### CORPORATION FILE DETAIL REPORT

Entity Name	CHASE INVESTMENT SERVICES CORP.	File Number	55706778
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	10/23/1989	State	DELAWARE
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	10/23/1989
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	ALAN CHABOT 270 PARK AVE FL 10 NEW YORK NY 100172014
Agent City	CHICAGO	Secretary Name & Address	JOHN KRAMER 10 S DEARBORN ST FL 6 CHICAGO IL 606032003
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	10/05/2010	For Year	2010
Old Corp. Name	03/19/1991 - CHASE INVESTMENT SERVICES, INC. 05/08/1997 - CHASE MANHATTAN INVESTMENT SERVICES, INC.		

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# **EXHIBIT “G”**

**COPY****FAXED**

MORGAN, LEWIS & BOCKIUS LLP  
 CARRIE A. GONELL, State Bar No. 257163  
 cgonell@morganlewis.com  
 5 Park Plaza, Suite 1750  
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 Fax: 949.399.7001

**CONFORMED COPY  
 OF ORIGINAL FILED**  
 Los Angeles Superior Court

AUG 11 2011

John A. Blake, Executive Officer/Clerk  
 By: *[Signature]* Deputy  
 DOROTHY SWAIN

Attorneys for Defendants  
 CHASE INVESTMENT SERVICES CORP.,  
 JPMORGAN CHASE BANK, N.A., and JP  
 MORGAN CHASE & CO.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES

JOSEPH BAUMANN, individually, and on  
 behalf of other members of the general  
 public similarly situated,

Plaintiff,

vs.

CHASE INVESTMENT SERVICES  
 CORP., a Delaware corporation;  
 JPMORGAN CHASE BANK, a New York  
 corporation; JP MORGAN CHASE & CO.,  
 a Delaware corporation; and DOES 1  
 through 10, inclusive,

Defendants.

Case No. BC4464979

Assigned For All Purposes To:  
 Hon. Maureen Duffy-Lewis - Dept. 38

**DEFENDANTS' ANSWER TO COMPLAINT**

Complaint Filed: July 8, 2011  
 Trial Date: None Set

Defendants CHASE INVESTMENT SERVICES CORP., JPMORGAN CHASE BANK,  
 N.A., and JP MORGAN CHASE & CO. ("Defendants" or "Chase")<sup>1</sup> answer the Complaint for  
 Enforcement of the Private Attorneys General Act, California Labor Code §§ 2698 et. seq.  
 ("Complaint") of Plaintiff Joseph Baumann ("Plaintiff") as follows:

<sup>1</sup> The Complaint improperly names JPMorgan Chase Bank, N.A., (misnamed as JPMorgan Chase Bank) and JP Morgan Chase & Co. as defendants. Plaintiff was employed by Chase Investment Services Corp. only, and Defendants reserve all rights and defenses accordingly.

1 **GENERAL DENIAL**

2 Pursuant to California Code of Civil Procedure § 431.30(d), Defendants deny, generally  
3 and specifically, each and every allegation in the Complaint. Defendants further deny, generally  
4 and specifically, that Plaintiff, or any other allegedly aggrieved employee, is entitled to the relief  
5 requested, or that Plaintiff, or any other allegedly aggrieved employee, has been or will be  
6 damaged in any sum, or at all, by reason of any act or omission on the part of Defendants, or any  
7 of their past or present agents, representatives, or employees, acting in the course and scope of  
8 their employment.

9 **DEFENSES**

10 Defendants also assert the following defenses, without admitting any obligations  
11 regarding who bears the burden of proof or persuasion as to any one of them and pray for  
12 judgment as set forth below:

13 **FIRST DEFENSE**

14 **(California Law Overtime, Minimum Wage, and Rest/M Meal Period Exemption)**

15 1. Plaintiff, and each allegedly aggrieved employee as defined the Complaint, are  
16 exempt from the overtime, minimum wage, rest period, and/or meal period requirements under  
17 the California Labor Code and the applicable Industrial Welfare Commission wage order or wage  
18 orders promulgated under the California Labor Code, including but not limited to, the exemptions  
19 set forth in Sections 1(A)(1), 1(A)(2), 1(C) and/or 3(D) of the applicable wage order or wage  
20 orders, such as the executive exemption, administrative exemption, the outside sales exemption,  
21 and/or the exemption for commissioned employees.

22 **SECOND DEFENSE**

23 **(Release)**

24 2. To the extent that allegedly aggrieved employees have released claims alleged in  
25 the Complaint, their claims are barred by those releases.  
26  
27  
28

1 THIRD DEFENSE

2 (Arbitration)

3 3. Plaintiff's claims and the claims of allegedly aggrieved employees are barred  
4 because they are contractually bound to arbitrate all claims against Defendants.

5 FOURTH DEFENSE

6 (Res Judicata/Collateral Estoppel)

7 4. The Complaint, and each purported cause of action contained therein, is barred by  
8 the doctrines of res judicata and/or collateral estoppel.

9 FIFTH DEFENSE

10 (Failure to State a Cause of Action)

11 5. The Complaint, and each purported cause of action contained therein, fails to state  
12 facts sufficient to constitute a cause of action.

13 SIXTH DEFENSE

14 (Statutes of Limitations)

15 6. The Complaint, and each purported cause of action contained therein, is barred in  
16 whole or in part by all applicable statutes of limitation, including but not limited to California  
17 Code of Civil Procedure §§ 338, 339, 340, and 343; and California Labor Code § 203.

18 SEVENTH DEFENSE

19 (Laches)

20 7. The Complaint, and each purported cause of action contained therein, is barred in  
21 whole or in part by the doctrine of laches.

22 EIGHTH DEFENSE

23 (Unclean Hands)

24 8. The Complaint, and each purported cause of action contained therein, is barred in  
25 whole or in part by the doctrine of unclean hands.

**NINTH DEFENSE****(Not Appropriate for a Class or Representative Action)**

9. The Complaint, and each purported cause of action contained therein, are not proper for treatment as a class action or representative action because, among other reasons: (a) Plaintiff is an inadequate representative of the allegedly aggrieved employees; (b) Plaintiff's counsel will not fairly and adequately represent the allegedly aggrieved employees; (c) Plaintiff cannot establish commonality of claims; (d) Plaintiff cannot establish typicality of claims; (e) the individualized nature of Plaintiff's claims makes a representative action inappropriate; (f) the civil penalty statute pursuant to which Plaintiff asserts his claims required that he prove Labor Code violation(s) on behalf of each and every allegedly aggrieved employee whom he seeks to represent; and (g) adjudication of Plaintiff's claims would require the resolution of complex factual matters.

**TENTH DEFENSE****(Due Process/Class Certification/Representative Action)**

10. Certification of a class and/or permitting Plaintiff to pursue his claims as a representative action would constitute a denial of Defendants' due process rights in violation of the Fourteenth Amendment and the California Constitution.

**ELEVENTH DEFENSE****(Uncertainty)**

11. The claims of Plaintiff, and those of other allegedly aggrieved employees, are barred in whole or in part because the Complaint is uncertain in that the purported class definition and/or the definition of the group of aggrieved employees is ambiguous and conclusory.

**TWELFTH DEFENSE**

**(Lack of Standing)**

12. The Complaint, and each purported cause of action contained therein, is barred for lack of subject matter jurisdiction to the extent Plaintiff, and other allegedly aggrieved employees, lack standing to bring their claims.

**THIRTEENTH DEFENSE**

**(Failure to Exhaust Administrative Remedies and/or Take Necessary Steps)**

13. The Court has no jurisdiction over the subject matter of the Complaint, or parts thereof, because Plaintiff and/or the allegedly aggrieved employees have failed to exhaust administrative remedies and/or failed to take necessary steps required by the California Labor Code to initiate this Complaint.

**FOURTEENTH DEFENSE**

**(Failure to Mitigate)**

14. Plaintiff and other allegedly aggrieved employees have failed to mitigate any damages and, to the extent of such failure, any damages or penalties awarded should be reduced accordingly.

**FIFTEENTH DEFENSE**

**(Misjoinder of Parties/Not the Employer)**

15. The Claims of Plaintiff and other allegedly aggrieved employees are barred against Defendants to the extent any Defendant was not the employer of Plaintiff and the allegedly aggrieved employees.

**SIXTEENTH DEFENSE**

**(Waiver)**

16. The Complaint, and each purported cause of action contained therein, is barred in whole or in part by the doctrine of waiver.

**SEVENTEENTH DEFENSE**

**(Consent)**

17. The Complaint, and each purported cause of action contained therein, is barred to the extent Plaintiff, or the allegedly aggrieved employees defined in the Complaint, consented to any alleged activity or conduct.

**EIGHTEENTH DEFENSE**

**(No Waiting Time Penalties)**

18. The Complaint fails to state a claim for waiting time penalties under Labor Code § 203 to the extent that no such penalties can continue after the commencement of an action for the penalties.

**NINETEENTH DEFENSE**

**(Penalties Unjust, Arbitrary, and Oppressive, or Confiscatory)**

19. Plaintiff and other allegedly aggrieved employees are not entitled to recover any civil penalties because, under the circumstances of this case, any such recovery would be unjust, arbitrary, and oppressive, or confiscatory.

**TWENTIETH DEFENSE**

**(PAGA Action Unconstititonal)**

20. Plaintiffs' purported cause of action for pursuant to the Private Attorneys General Act, California Labor Code §§ 2698 et. seq. ("PAGA") is barred because provisions of PAGA violate the provisons of the United States and California Constitutions, including, but not limited to, the due process clauses of the Fifth and Fourteenth Amendments to the United States Constitution.

**TWENTY-FIRST DEFENSE**

**(Due Process/Excessive Fine)**

21. Although Defendants deny that they have committed or have responsibility for any act that could support the recovery of civil penalties in this lawsuit, if and to the extent any such act or responsibility is found, recovery of civil penalties against Defendants is unconstitutional under numerous provisions of the United States Constitution and the California Constitution, including the excessive fines clause of the Eighth Amendment, the due process clauses of the Fifth Amendment and Section 1 of the Fourteenth Amendment, the self-incrimination clause of the Fifth Amendment, and other provisions of the United States Constitution, and the excessive fines clause of Section 17 of Article 1, the due process clause of Section 7 of Article I, the self-incrimination clause of Section 15 of Article 1, and other provisions of the California Constitution.

**TWENTY-SECOND DEFENSE**

**(Constitutional Right to Equal Protection)**

22. An award of penalties against Defendants would be an unconstitutional denial of Defendants' rights to equal protection under both the United States and California Constitutions.

**TWENTY-THIRD DEFENSE**

**(Separation of Powers Doctrine)**

23. An award of penalties against Defendants would be an unconstitutional violation of the separation of powers doctrine under the California Constitution.

**TWENTY-FOURTH DEFENSE**

**(Preemption)**

24. Plaintiff's claims and the claims of the allegedly aggrieved employees are preempted in whole or in part by federal laws, including but not limited to the Federal Arbitration Act and the Securities Litigation Uniform Standards Act.



**TWENTY-FIFTH DEFENSE**

(De Minimis)

25. The Complaint, and each purported cause of action contained therein, is barred in whole or in part by the de minimis doctrine.

**TWENTY-SIXTH DEFENSE**

(Setoff and Recoupment)

26. If any damages have been sustained by Plaintiff, or by any allegedly aggrieved employee as defined in the Complaint, although such is not admitted hereby or herein and is specifically denied, Defendants are entitled under the equitable doctrine of setoff and recoupment to offset all obligations of Plaintiff or allegedly aggrieved employees owed to Defendants against any judgment that may be entered against Defendants.

**TWENTY-SEVENTH DEFENSE**

(Accord and Satisfaction)

27. The Plaintiff's claims, and the claims of the allegedly aggrieved employees defined in the Complaint, or some of them, are barred in whole or in part by the principles of accord and satisfaction, and payment.

**TWENTY-EIGHTH DEFENSE**

(Overpayment)

28. To the extent Plaintiff, or any allegedly aggrieved employee as defined in the Complaint, was paid compensation beyond that to which he was entitled while employed by any Defendant, such additional compensation would satisfy, in whole or in part, any alleged claim for unpaid overtime or other monetary relief.

**TWENTY-NINTH DEFENSE**

(Avoidable Consequences)

29. The claims of Plaintiff and allegedly aggrieved employees defined in the Complaint are barred, or recovery reduced, because: (a) Defendants took reasonable steps to

-8-

1 prevent and correct the conduct alleged in the Complaint; (b) Plaintiff and the allegedly aggrieved  
2 employees unreasonably failed to use the preventive and corrective measures that Defendants  
3 provided; and (c) reasonable use of Defendants' procedures would have prevented at least some  
4 of the harm that Plaintiff and the allegedly aggrieved employees suffered, if any.

5  
6 **THIRTIETH DEFENSE**

7 **(Business-Related Expenses Never Incurred)**

8 30. Plaintiff's claims, or some of them, are barred in whole or in part because Plaintiff  
9 and/or some or all of the allegedly aggrieved employees did not incur unreimbursed business-  
10 related expenses or such expenses were not reasonable and necessary.

11 **THIRTY-FIRST DEFENSE**

12 **(Not Willful)**

13 31. Plaintiff, and any allegedly aggrieved employee as defined in the Complaint, is  
14 barred from recovering penalties or liquidated damages pursuant to, inter alia, California Labor  
15 Code § 203 because: (a) Plaintiff has failed to plead facts sufficient to support allegations of  
16 willfulness; and (b) neither Defendants nor any agent or employee of Defendants acted willfully  
17 in failing to pay wages allegedly due to Plaintiff.

18 **THIRTY-SECOND DEFENSE**

19 **(Conduct Reasonable and In Good Faith)**

20 32. If Defendants are found to have failed to pay any amount due to Plaintiff, or any  
21 allegedly aggrieved employee as defined in the Complaint, which allegations Defendants deny,  
22 Defendants acted at all times on the basis of a good faith and reasonable belief that they had  
23 complied fully with California wage and hour laws.

24 **THIRTY-THIRD DEFENSE**

25 **(Just and Proper Exercise of Managerial Discretion)**

26 33. The claims of Plaintiff and other allegedly aggrieved employees are barred in that  
27 Defendants' actions were a just and proper exercise of management discretion and business  
28

1 judgment, which were undertaken for a fair and honest reason regulated by good faith under the  
2 circumstances then existing.

3  
4 **THIRTY-FOURTH DEFENSE**

5 **(No Entitlement to Jury Trial – Certain Claims)**

6 34. Plaintiff is not entitled to a trial by jury on certain claims.

7  
8 **THIRTY-FIFTH DEFENSE**

9 **(Improper Remedies)**

10 35. Plaintiff's claims seek improper remedies that may not be recovered pursuant to  
11 California Labor Code § 203.

12 **THIRTY-SIXTH DEFENSE**

13 **(Attorneys' Fees and Costs Unwarranted)**

14 36. The Complaint fails to state facts sufficient to support an award of attorneys' fees  
15 or costs.

16 **THIRTY-SEVENTH DEFENSE**

17 **(Reservation of Rights)**

18 37. Defendants reserve the right to assert additional defenses as discovery proceeds  
19 and it becomes aware of additional facts and circumstances that provide the basis for additional  
20 defenses.

21 WHEREFORE, Defendants pray for judgment as follows:

- 22 1. That Plaintiff takes nothing by reason of his Complaint;  
23 2. That the Court deny Plaintiff's request to proceed as a class or representative action  
24 on behalf of other allegedly aggrieved employees ;  
25 3. That the Complaint herein be dismissed in its entirety with prejudice, and that  
26 judgment be entered in favor of Defendants and against Plaintiff on all causes of action contained  
27 in the Complaint;  
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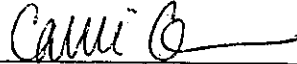
1           4.       That Defendants recover their costs of suit incurred herein, including reasonable  
2 attorneys' fees, including, but not limited to, pursuant to California Labor Code § 218.5; and

3           5.       For such other and further relief as the Court deems just and proper.  
4

5 Dated: August 12, 2011

MORGAN, LEWIS & BOCKIUS LLP

6  
7 By

  
Carrie A. Gonell  
Attorneys for Defendants  
CHASE INVESTMENT SERVICES  
CORP., JPMORGAN CHASE BANK,  
N.A., and JP MORGAN CHASE & CO.  
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**PROOF OF SERVICE**

Baumann v. Chase Investment Services, et al.  
LASC Case No. BC464979

I am a resident of the State of California, County of Orange; I am over the age of eighteen years and not a party to the within action; my business address is 5 Park Plaza, Suite 1750, Irvine, California 92614.

On August 11, 2011, I served on the interested parties in this action the within document(s) entitled:

**DEFENDANTS' ANSWER TO COMPLAINT**

- ☐ **BY FAX: (C.C.P. § 1013(a),(e); CRC 2008)** - by transmitting via electronic facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.; I also caused the fax machine to print such record(s) of the transmission.
- ☒ **BY MAIL: (C.C.P. § 1013(a))** - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY OVERNIGHT MAIL (C.C.P. § 1013(c)) - By FEDERAL EXPRESS,** following ordinary business practices for collection and processing of correspondence with said overnight mail service, and said envelope(s) will be deposited with said overnight mail service on said date in the ordinary course of business.
- ☐ **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED** - By placing true copy(ies) thereof in sealed envelope(s) with Certified Mail, Return Receipt Requested, postage thereon fully prepaid and by causing such envelope(s) to be deposited in the mail at 5 Park Plaza, Suite 1750, Irvine, California 92614.
- ☐ **BY ELECTRONIC SERVICE (C.C.P. § 1010.6(a)(6))** - the parties listed below were served electronically with the document(s) listed above by e-mailed PDF files on January 11, 2008. The transmission was reported as complete and without error. My electronic notification address is 5 Park Plaza, Suite 1750, Irvine, California 92614. My e-mail address is pmartin@morganlewis.com.

1 Miriam Schimmel, Esq.  
2 Andrew Sokolowski, Esq.  
3 Joshua Carlon, Esq.  
4 Initiative Legal Group APC  
5 1800 Century Park East, 2nd Floor  
6 Los Angeles, CA 90067  
7 Phone: 310.556.5637  
8 Fax: 310.861.9051  
9 MSchimmel@InitiativeLegal.com  
10 ASokolowski@InitiativeLegal.com  
11 JCarlon@InitiativeLegal.com

*Attorneys for JOSEPH BAUMANN*

12 [ X ] **STATE:** I declare under penalty of perjury, under the laws of the State of  
13 California, that the above is true and correct.

14 [ ] **FEDERAL:** I declare that I am employed in the office of a member of the Bar of  
15 this Court at whose direction this service was made.

16 Executed on August 11, 2011, at Irvine, California.

17 

18 Patricia Martin

**PROOF OF SERVICE**

*Baumann v. Chase Investment Services Corp., et al.*

I am a resident of the State of California, County of Orange; I am over the age of eighteen years and not a party to the within action; my business address is 5 Park Plaza, Suite 1750, Irvine, California 92614.

On August 12, 2011, I served on the interested parties in this action the within document(s) entitled:

**DEFENDANTS' NOTICE OF REMOVAL TO  
UNITED STATES DISTRICT COURT**

☐ **BY FAX:** - by transmitting via electronic facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.; I also caused the fax machine to print such record(s) of the transmission.

☒ **BY MAIL:** - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY OVERNIGHT MAIL - By FEDERAL EXPRESS,** following ordinary business practices for collection and processing of correspondence with said overnight mail service, and said envelope(s) will be deposited with said overnight mail service on said date in the ordinary course of business.

☐ **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED -** By placing true copy(ies) thereof in sealed envelope(s) with Certified Mail, Return Receipt Requested, postage thereon fully prepaid and by causing such envelope(s) to be deposited in the mail at 5 Park Plaza, Suite 1750, Irvine, California 92614.

☐ **BY ELECTRONIC SERVICE** - the parties listed below were served electronically with the document(s) listed above by e-mailed PDF files on August 12, 2011. The transmission was reported as complete and without error. My electronic notification address is 5 Park Plaza, Suite 1750, Irvine, California 92614. My e-mail address is [pmartin@morganlewis.com](mailto:pmartin@morganlewis.com).

1  
2 [ ] **BY E-FILE** – I caused such documents to be transmitted by e-file with  
3 the Clerk of the Court by using the CM/ECF system, which will send a  
4 notice of electronic filing to the following:

5 Miriam Schimmel, Esq.  
6 Andrew Sokolowski, Esq.  
7 Joshua Carlon, Esq.  
8 Initiative Legal Group APC  
9 1800 Century Park East, 2nd Floor  
10 Los Angeles, CA 90067  
Phone: 310.556.5637  
Fax: 310.861.9051  
MSchimmel@InitiativeLegal.com  
ASokolowski@InitiativeLegal.com  
JCarlon@InitiativeLegal.com

*Attorneys for Plaintiffs JOSEPH  
BAUMANN*

11  
12 [ X ] **FEDERAL:** I declare that I am employed in the office of a member  
13 of the Bar of this Court at whose direction this service was made.

14 Executed on August 12, 2011, at Irvine, California.

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Patricia Martin



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge George King and the assigned discovery Magistrate Judge is Fernando M. Olguin.

The case number on all documents filed with the Court should read as follows:

**CV11- 6667 GHK (FMOx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<b>PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) <b>JOSEPH BAUMANN</b> , individually, and on behalf of other members of the general public similarly situated  Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) <b>Miriam Schimmel</b> <b>Andrew Sokolowski</b> <b>Joshua Carlon</b> <b>Initiative Legal Group APC</b> <b>1800 Century Park East, 2nd Floor</b> <b>Los Angeles, CA 90067; Tel: 310.556.5637</b>	<b>DEFENDANTS</b> <b>CHASE INVESTMENT SERVICES CORP.</b> , a Delaware corp; <b>JPMORGAN CHASE BANK</b> , a New York corp; <b>JPMORGAN CHASE &amp; CO.</b> , a Delaware corp, and <b>DOES 1-10</b>  Attorneys (If Known) <b>Carrie A. Gonell, SBN 257163</b> <b>Morgan Lewis &amp; Bockius LLP</b> <b>5 Park Plaza, Suite 1750</b> <b>Irvine, CA 92614</b> <b>Tel: 949.399.7000</b>
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<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%;"> <tr> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	PTF	DEF		PTF	DEF	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Citizen of This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Citizen of Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 6	<input type="checkbox"/> 6
PTF	DEF		PTF	DEF																	
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<input type="checkbox"/> 3	<input type="checkbox"/> 3	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 6	<input type="checkbox"/> 6																	

<b>IV. ORIGIN</b> (Place an X in one box only.) <input type="checkbox"/> 1 Original Proceeding <input checked="" type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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<b>V. REQUESTED IN COMPLAINT: JURY DEMAND:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)	<b>MONEY DEMANDED IN COMPLAINT:</b> \$ <u>In excess of \$25,000</u>
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<b>VI. CAUSE OF ACTION</b> (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Plaintiff seeks penalties and attorneys' fees on behalf of himself and all others similarly situated under the Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq. for Lab. Code violations including failure to pay overtime, provide meal and rest breaks, untimely wage payment, deficient wage statements, and unreimbursed business expenses.

<b>VII. NATURE OF SUIT</b> (Place an X in one box only.)
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<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> .690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
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CV11-06667-GHK(FMOx)

FOR OFFICE USE ONLY: Case Number:

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CV-71 (05/08)

CIVIL COVER SHEET

Page 1 of 2  
CCD-JS44

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): See Notice of Related Cases

**Civil cases are deemed related if a previously filed case and the present case:**

(Check all boxes that apply)

- ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Riverside County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Ohio, Delaware, New York and Illinois.

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note: In land condemnation cases, use the location of the tract of land involved**

**X. SIGNATURE OF ATTORNEY (OR PRO PER):** \_\_\_\_\_

Carrie A. Gonell, Esq.

Date August 12, 2011

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))